

## **Rochford Brady Legal Services Terms and Conditions**

This Agreement (together with the documents referred to in it) tells you the terms and conditions on which we supply any of Rochford Brady Legal Services to you.

Please read these terms and conditions carefully before ordering any Rochford Brady Legal Services from us by any method, including by fax, by telephone, by post, by document exchange (DX), by email, other written instruction or via the Rochford Brady Websites.

You should understand that by ordering any of our Rochford Brady Legal Services, you agree to be bound by these terms and conditions. You may print a copy of these terms and conditions for future reference.

### **1 INFORMATION ABOUT US**

- 1.1 The Rochford Brady Legal Services are services offered by Rochford Brady Legal Services Limited (t/a Rochford Brady) (“**we**”, “**our**”, “**Rochford Brady**”, “**us**”). The Rochford Brady Websites are websites operated by us.
- 1.2 Rochford Brady Legal Services Limited is registered in Ireland under company number 206927 and with our registered office at 39/40 Upper Mount Street, Dublin 2, Ireland. Our main trading address is 64 Francis Street, Dublin 8, Ireland. Our VAT number is 8206927C.

### **2 HOW THIS AGREEMENT IS FORMED BETWEEN YOU AND US**

- 2.1 This Agreement is entered into and shall take effect from the date that you place an order with us for Rochford Brady Legal Services, and we indicate acceptance of it either by confirming it in writing or by performing the Rochford Brady Legal Services. Each request for any Rochford Brady Legal Services is a separate unconditional offer to enter into a contract for Rochford Brady Legal Services on the terms and conditions of this Agreement. This Agreement sets out a framework for placing orders for Rochford Brady Legal Services which shall constitute individual contracts for the supply of Rochford Brady Legal Services if accepted by us.
- 2.2 Each order for Rochford Brady Legal Services may not be cancelled by you once you have sent it to us unless we, at our discretion, agree. This Agreement takes precedence over any other document not specifically incorporated into it and it may not be varied by you including conflicting or additional terms and conditions in your order to us, or in other correspondence.
- 2.3 You agree that any liability that we accept pursuant to this Agreement (including the indemnity in clause 18.4) is conditional on each of your orders for any Rochford Brady Legal Services issued to us (regardless of the media or format for the request) relating to only one transaction. You acknowledge and agree that we also reserve the right to terminate or suspend any contract with you granting you access to any Rochford Brady Legal Services and/or a Rochford Brady Account in the event of breach of this condition, without prejudice to any other right or remedy which we may have.
- 2.4 This Agreement shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

### 3 **YOUR ACCOUNT WITH US**

- 3.1 To request any Rochford Brady Legal Services you need to have an account with us (a "**Rochford Brady Account**"). This will either be created through our Accounts department by telephone or written correspondence or by completing the registration process on the Rochford Brady Websites.
- 3.2 If we confirm through the Rochford Brady Websites or directly to you that we have opened a Rochford Brady Account for you then it shall be governed by this Agreement. The opening of a Rochford Brady Account shall not entitle you to automatically receive any Rochford Brady Legal Services.
- 3.3 If you open a Rochford Brady Account you agree to ensure that your details provided on registration are true and not in any respect inaccurate, misleading, deceptive or likely to mislead or deceive. You agree to notify us immediately of any changes which are relevant to your registration by informing us on support@cid.ie. You acknowledge and agree that Rochford Brady has the right, but not the obligation, to validate any information provided by you to us, including by contacting a third party to make enquiries.
- 3.4 If we decide, at our sole discretion, to process an instruction for you without requiring you to open an Account then you agree that this is strictly on a "one-off" basis and that all of this Agreement shall apply to your use of the Rochford Brady Legal Services, except as they relate to an Account.

### 4 **HOW YOU SHOULD USE OUR SERVICES**

#### 4.1 **How you can use the Rochford Brady Websites to request Rochford Brady Legal Services**

- 4.1.1 Your Authorised Users are your employees and independent contractors who you nominate or appoint as being entitled to use the Rochford Brady Websites to request any Rochford Brady Legal Services on your behalf as your agent.
- 4.1.2 In relation to each of your Authorised Users it shall be your sole responsibility to ensure that each Authorised User keeps secure and confidential any password, user identification or account code provided to you in connection with your use of the Rochford Brady Websites, Rochford Brady Account or any Rochford Brady Legal Services. You shall ensure that passwords, user identifications or account codes are only provided to individuals who are your Authorised Users.
- 4.1.3 You accept that use of any password, user identification or account code provided to you in connection with your use of the Rochford Brady Websites, Rochford Brady Account or any Rochford Brady Legal Services shall constitute sufficient authority to us to accept instructions in relation to the Rochford Brady Websites, Rochford Brady Account or any Rochford Brady Legal Services and that we shall be entitled to payment for so doing. You are responsible for and accept liability for any use of the Rochford Brady Websites, Rochford Brady Account or any Rochford Brady Legal Services by you or anyone else using your password, user identification or account code. You shall ensure that all Authorised Users change their passwords periodically on an ongoing basis.

- 4.1.4 If you know or suspect that some unauthorised person knows one of your passwords, user identifications or account codes you should notify us immediately in writing of this fact and request a change. If we have reason to believe that there is likely to be a breach of security or misuse of the Rochford Brady Websites, a Rochford Brady Account or any Rochford Brady Legal Services, we may require you to change your password, user identification or account code or we may suspend your Rochford Brady Account or your ability to use the Rochford Brady Websites or Rochford Brady Legal Services.
- 4.1.5 You shall ensure that the Rochford Brady Websites, Rochford Brady Account or any Rochford Brady Legal Services are only accessed from (a) password restricted computer(s), and you shall ensure that only your Authorised Users use that/those computer(s). You shall direct all Authorised Users to close out of the sections of the Rochford Brady Websites restricted to customers with a Rochford Brady Account when not using the Rochford Brady Websites to request any Rochford Brady Legal Services.
- 4.1.6 We may from time to time upgrade or modify the manner in which access to any Rochford Brady Legal Services or the Rochford Brady Websites is given and/or change, discontinue or modify the form and content of any Rochford Brady Legal Services or the Rochford Brady Websites. We will use reasonable commercial endeavours to give you reasonable notice if we reasonably consider it necessary to cease to supply any Rochford Brady Legal Services and you agree that such notice may be given by a notice on the Rochford Brady Websites.
- 4.1.7 The following Rochford Brady Legal Services may only be requested by you by placing an order using the relevant Rochford Brady Website:
- (a) search of the public records available in the Irish Companies Registration Office and the provision of Rochford Brady Data obtained as a result;
  - (b) search of the public records available in respect of an Irish Judgment/Lis Pendens Search and the provision of any Rochford Brady Data obtained as a result;
  - (c) search of the public records available in the Irish Land Registry and the provision of Rochford Brady Data obtained as a result; and
  - (d) search of the public records available in the Official Administrator's office relating to bankruptcy and the provision of Rochford Brady Data obtained as a result.

## 4.2 **Terms applicable to all your requests for Rochford Brady Legal Services**

- 4.2.1 You agree that you are solely responsible for the form, content and accuracy of any request that you make to us for any Rochford Brady Legal Services by whatever means, including the spelling of any names or addresses and the provision of any dates. If you submit information incorrectly to us in a request you understand that you will still be obliged to pay the Charges in respect of that request that you made for Rochford Brady Legal Services, regardless of the media that you used to place your request.

- 4.2.2 You agree that the Rochford Brady Data we provide to you in response to a request for Rochford Brady Legal Services related to a planning matter shall not constitute or imply any confirmation, assurance or warranty that a development or building matter has been completed in accordance with permissions issued or conditions attached to any planning permission. You are responsible for making your own enquiries and satisfying yourself in regard to such matters. You understand that the Rochford Brady Data we provide to you in response to a request for Rochford Brady Legal Services in relation to zoning, road widening or other orders made by a Local Authority are based on development plan(s) and information furnished or published by the Local Authority.
- 4.2.3 We do not warrant that the Rochford Brady Legal Services will meet with your requirements or those of any other third party. You acknowledge that it is your responsibility to ensure that the Rochford Brady Legal Services requested (including the property identification) meet your requirements.
- 4.2.4 You agree that you will use the Rochford Brady Legal Services and/or the Rochford Brady Websites in accordance with the rules and instructions that we give to you from time to time.
- 4.2.5 You agree that you will maintain an active email address (the address of which you will notify to us) and will ensure that this email address is accessed at least on a daily basis by an Authorised User with appropriate qualifications and knowledge to deal with communications with us in relation to this Agreement.
- 4.3 **Rochford Brady Legal Services which can only be requested by facsimile, email or other sorts of written instructions**
- 4.3.1 The following Rochford Brady Legal Services may only be requested by you by placing an order using the Rochford Brady fax numbers 01-4532749, Rochford Brady emails: requisitions@rochfordbrady.ie or by post to Rochford Brady Legal Services, 64 Francis Street, Dublin 8, Ireland:
- (a) search of the public records available in the Irish Registry of Deeds and the provision of Rochford Brady Data obtained as a result;
  - (b) search of the public records available in planning offices operated by Irish local government bodies and the provision of Rochford Brady Data obtained as a result; and
  - (c) search of the public records available at the sheriffs' offices and the provision of Rochford Brady Data obtained as a result.
- 5 **YOUR STATUS, OBLIGATIONS AND ACCOUNT**
- 5.1 By placing an order for any Rochford Brady Legal Services or by opening a Rochford Brady Account, you warrant that you are legally capable of entering into this Agreement. You also warrant that you are placing an order for the relevant Rochford Brady Legal Services or opening a Rochford Brady Account in the course of your trade, profession or business and that you are not acting as a consumer.
- 5.2 You agree to comply with all applicable laws and regulations with respect to your activities under this Agreement. You shall carry out all responsibilities expressly set out in this agreement in a timely and efficient manner.

- 5.3 You warrant to us that the information provided by you when opening a Rochford Brady Account, registering for use of the Rochford Brady Websites or relating to the provision of any Rochford Brady Legal Services is in all respects accurate, complete and up to date. You agree to notify us of any change in the information that you provide to us in connection with your Rochford Brady Account or your Rochford Brady Websites registration. You agree to promptly provide us with any information which we are required by law to seek from you in connection with the Rochford Brady Legal Services, including any information related to anti-money laundering legislation.
- 5.4 You agree that you will obtain and maintain suitable equipment including hardware, software and communication links necessary to allow you to access the Rochford Brady Websites, to receive any of the Rochford Brady Legal Services or to receive electronic communications from us.
- 5.5 You agree that you shall not use any part of the Rochford Brady Legal Services, the Rochford Brady Websites or any Rochford Brady Data for any illegal purpose, in any way that may lead to the encouragement, procurement or carrying out of any criminal activity or in any way that is immoral, unlawful or which offends decency or taste.
- 5.6 You agree that you shall not attempt to obtain, or assist others in obtaining, access to the Rochford Brady Websites, Rochford Brady Legal Services or Rochford Brady Data other than as provided under this Agreement.

## **6 OUR STATUS AND SERVICES**

### **6.1 All Rochford Brady Legal Services**

- 6.1.1 On our acceptance of an application from you to open a Rochford Brady Account we shall:
- (a) establish a specific Rochford Brady Account and a user profile for you in respect of the Rochford Brady Legal Services;
  - (b) use reasonable commercial endeavours to provide you with Rochford Brady Data in response to any of your properly completed orders for Rochford Brady Legal Services as soon as is reasonable possible; and
  - (c) issue invoices to you either manually or electronically (at our discretion) on a monthly basis for all Rochford Brady Legal Services provided in the previous month.
- 6.1.2 We agree that the Rochford Brady Legal Services will be performed by us with all reasonable skill and care. Notwithstanding the foregoing, we do not warrant that your use of the Rochford Brady Legal Services or of the Rochford Brady Websites will be uninterrupted or error-free.
- 6.1.3 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract created when we accept your order is between you and that third party seller, and is subject to the terms and conditions of that third party seller, of which they should advise you directly. You should carefully review the terms and conditions applying to each third party seller in respect of such transactions. Any invoices which we issue to you in respect of orders for such services are issued on behalf of those third party sellers.

- 6.1.4 We act as your agent when instructing or interacting with third parties on your behalf, including (but not limited to) when filing, creating, lodging, amending and otherwise dealing with documents to be submitted to the CRO, the Revenue Commissioners, the Courts Service, the Probate Office, the Land Registry, the Registry of Deeds, government agencies and local authorities. You must keep complete and accurate copies of all documents that you provide to us so that these are available to you in the event of any loss or damage to the documentation, including any will which you supply to us. We shall not be responsible or liable for any such loss or damage as a result of you failing to keep such copies. While we endeavour to deal with documents to be submitted to third parties on a timely basis you understand that from time to time, illness, traffic and other events can delay the processing or submission of documents; please note Clause 22. Subject to our performance of the Rochford Brady Legal Services in accordance with this Agreement, you agree to indemnify us against any liabilities which Rochford Brady may incur as a result of acting within the scope of its authority under this Agreement as agent for you. Notwithstanding the foregoing, we may refrain from acting on any of your orders for the Rochford Brady Legal Services, if in our reasonable opinion, the performance of the Rochford Brady Legal Services instruction would contravene any applicable law or put an individual at risk of harm or injury.
- 6.1.5 Any fees, levies, penalties, fines, excess charges, duties, taxes, registration fees, search fees or other costs paid by or incurred by Rochford Brady which are necessary to perform your order for the Rochford Brady Legal Services are done so on your behalf as a disbursement, acting as your agent and you are liable for such amounts.

## 6.2 **Rochford Brady Legal Services on the Rochford Brady Websites**

- 6.2.1 Where we accept an application from you to open a Rochford Brady Account where we also accept your application to place orders for Rochford Brady Legal Services via the Rochford Brady Websites we shall also:
- (a) provide you with a specific password, user identification and/or account code to enable you to use the Rochford Brady Websites and to request Rochford Brady Legal Services; and
  - (b) provide you with information from time to time regarding the software applications and services of third parties which may be requested by you through the Rochford Brady Websites.
- 6.2.2 We will use reasonable commercial endeavours to ensure that the Rochford Brady Websites are available to you for the purposes of availing of the Rochford Brady Legal Services.
- 6.2.3 We may provide links to other websites or resources through our Rochford Brady Websites or we may make content available on our Rochford Brady Websites that is clearly provided by a third party. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, or for any third party content, and do not endorse and are not responsible or liable, directly or indirectly, for such content, or for the privacy practices or the content of such websites, including any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any

such content, goods or services available on such external websites or resources, or third party content delivered to you on the Rochford Brady Websites or otherwise as part of the Rochford Brady Legal Services.

## **7 TIMING OF SERVICES**

### **7.1 All Rochford Brady Legal Services**

7.1.1 We will use reasonable commercial endeavours to fulfil an order for any Rochford Brady Legal Services by the date and time set out in the order or, if no delivery date is specified, then within a reasonable time of the date of the order, unless there are exceptional circumstances.

7.1.2 You acknowledge and agree that any date and time referred to in Rochford Brady Data provided to you by us relates to the date and time that we obtained that data. Depending on the Rochford Brady Legal Services that you request, different deadlines can apply to the date and time by which we must have received your request in order to meet the request. Please contact us for the relevant date and times that apply to the relevant Rochford Brady Legal Services. You agree that even when we receive a request within a specific timeframe we may not be able to respond to your request when you have requested as we rely on the opening hours and services of third parties.

### **7.2 Rochford Brady Legal Services on the Rochford Brady Websites**

7.2.1 You agree and acknowledge that certain Rochford Brady Legal Services are only available on days and during times specified on the Rochford Brady Websites.

## **8 MAPPING SEARCHES**

8.1 You agree that we cannot guarantee that a map that is presented for inspection by us by the Irish Land Registry is the only relevant map for the area in respect for which you request us to provide Rochford Brady Legal Services or Rochford Brady Data, nor shall we be liable to you if it is not the only map. You agree that we cannot guarantee that there are no duplicate(s) or other copies of a map presented for inspection by us by the Irish Land Registry containing additional or further information, that has not been produced for inspection, and which, as a result, are not furnished to you as Rochford Brady Data in respect of your request related to the map.

8.2 In respect of the Rochford Brady Data provided to you in the form of a map you shall be entitled to print out, subject to payment to Rochford Brady, a single hard copy, which may be photocopied a further five times.

## **9 JUDGMENT SEARCHES**

9.1 You agree that in respect of any Rochford Brady Data which originated from a search of the public records available in respect of an Irish Judgment/Lis Pendens search or which is documentation which relates to the Rochford Brady Legal Service regarding the provision of such Rochford Brady Data ("**Judgment Data**") :

9.1.1 you shall only use Judgment Data to assess the creditworthiness of the subject of such Rochford Brady Data and not for any other purpose; and

- 9.1.2 you shall not disclose that Judgment Data to any third party, and in this regard such Judgment Data shall be Confidential Information for the purposes of Clause 25.
- 9.2 You agree not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Judgment Data and you agree to incorporate any such proprietary markings in any copies you take of the Judgment Data.
- 9.3 You agree to notify us promptly upon becoming aware of any unauthorised use of the Judgment Data. To the extent permitted by law, you agree that you will not acquire or claim any title to any intellectual property rights in the Judgment Data by virtue of this Agreement and that you will not do or omit to do anything which may prejudice our licensor(s) ownership of the Judgment Data.
- 9.4 To the extent that any rights in any Judgment Data vests in you by operation of law then you, where the rights are of the nature of copyright or database rights, hereby agree to assign such rights to Experian Ireland Limited or such other person as we may nominate from time to time. In any event you agree to do such things as are necessary or desirable to give effect to this Clause 9.4.
- 9.5 You acknowledge that:
- 9.5.1 systems to assess the creditworthiness and/or propensity to act fraudulently and/or level of insurance risk of persons (being individuals, partnerships or corporations) being empirically based can only be statistically predictive;
  - 9.5.2 methods for the selection of potential customers and existing customers cannot guarantee the response which persons (being individuals, partnerships or corporations) will make, nor the suitability of those persons for any products and/or services offered to them;
  - 9.5.3 systems which use empirical data and/or statistical data and/or data modelling techniques to provide indicative and/or predictive data, cannot be taken as a guarantee of any particular outcome;
  - 9.5.4 in the ordinary course of events and by its very nature, the accuracy and utility of the Judgment Data will deteriorate rapidly following its delivery to you.

Accordingly, without limiting the generality of Clause 18.2, we do not make any warranty or representation that the use by you of any of the Judgment Data which involves the use of such indicative and/or predictive systems or data models or techniques will achieve any particular result for you and you acknowledge that the Judgment Data is not intended to be used as the sole basis for any business decision made by you.

- 9.6 If there is an inconsistency between any of the provisions of this Clause 9 of the Agreement and the other provisions of this agreement as they relate to Judgment Data, then the provisions of this Clause 9 of the Agreement shall prevail.

## 10 **DUN & BRADSHEET SERVICES**

- 10.1 Regardless of any request or order accepted by us from you for Rochford Brady Legal Services stated to be delivered by Dun & Bradstreet Limited (“**Dun &**

**Bradsheet**") the provision of such Rochford Brady Legal Services to you shall be conditional upon Dun & Bradsheet agreeing to accept a request for those Rochford Brady Legal Services from us.

- 10.2 You agree that Rochford Brady has entered into this Clause 10 of this agreement with you both on its own behalf but also as an agent for Dun & Bradsheet, and that this Clause 10 of this agreement constitutes a separate agreement between you and Dun & Bradsheet in addition to forming part of the Agreement that you have with us for the Rochford Brady Legal Services.
- 10.3 It is agreed as between you, Dun & Bradsheet and us that Dun & Bradsheet and its third party information providers shall be entitled to rely on and enforce this Clause 10 of this Agreement. If there is an inconsistency between any of the provisions of this Clause 10 of the Agreement and the other provisions of this Agreement, then the provisions of this Clause 10 of the Agreement shall prevail as between you and Dun & Bradsheet, and the other provisions of this Agreement shall prevail as between you and us.
- 10.4 You acknowledge that all information (the "**Dun & Bradsheet Data**") furnished to you by Dun & Bradstreet, whether or not provided indirectly through Rochford Brady, is licensed to you for your exclusive use. Regardless of the form or format in which the Dun & Bradsheet Data is furnished, none of the Dun & Bradsheet Data may be made available by you, in whole or in part, to any third party. You agree that the Dun & Bradsheet Data will not be reproduced, revealed or made available to anyone else, it being understood that the Dun & Bradsheet Data is licensed for your internal use only, except that you may make one copy solely for backup purposes.
- 10.5 You agree that you will use the Dun & Bradsheet Data solely as one factor in your credit insurance, marketing or other business decisions and that you are expressly prohibited from using the Dun & Bradsheet Data as a factor in establishing an individual's eligibility for:
  - 10.5.1 credit insurance to be used primarily for personal, family or household purposes; or
  - 10.5.2 employment.
- 10.6 You agree not to use the Dun & Bradsheet Data to engage in unfair or deceptive practices. You agree to comply with the provisions of the Data Protection Acts 1988 and 2003 and the Consumer Credit Act 1995, where applicable to you.
- 10.7 You agree to indemnify, defend and hold harmless Dun & Bradstreet and us from any claim or cause of action against Dun & Bradstreet or us arising out of, or relating to, use of the Dun & Bradsheet Data by:
  - 10.7.1 individuals or entities which have not been authorised by this Clause 10 to have access to and/or use the Dun & Bradsheet Data; and
  - 10.7.2 you, which use may be in violation of your licence contained in this Clause 10.
- 10.8 You acknowledge that Dun & Bradstreet, Rochford Brady and its/our third party information providers make no representations or warranties of any kind with respect to the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the Dun & Bradsheet Data or of the media on which the Dun & Bradsheet Data is provided. You understand that the Dun & Bradsheet Data may contain a

degree of error and that you are responsible for determining that the Dun & Bradstreet Data is sufficiently accurate for your purposes.

- 10.9 You also acknowledge that every business decision involves the assumption of a risk and that Dun & Bradstreet and Rochford Brady, in furnishing the Dun & Bradstreet Data to you, do not and will not underwrite that risk, in any manner whatsoever. You therefore agree that Dun & Bradstreet, Rochford Brady and its/our third party information providers will not be liable to you for any loss, damage or injury arising out of or caused in whole or in part by Dun & Bradstreet and/or Rochford Brady's negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the Dun & Bradstreet Data.
- 10.10 You agree that Dun & Bradstreet, we and its/our third party information providers will never be liable for consequential damages, even if advised of the possibility of such damages. You also agree that Dun & Bradstreet's, our and its/our third party information providers' aggregate liability, if any, for any Dun & Bradstreet Data furnished under this Agreement, regardless of the cause of the loss, damage or injury (including negligence) and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed seven thousand euro (€7,000) and you covenant and promise that you will not sue Dun & Bradstreet, us or them for a greater amount. You also agree to give Dun & Bradstreet and us immediate written notice of all actions, claims, losses or damages arising out of the use of the Dun & Bradstreet Data?.
- 10.11 You acknowledge and agree that the copyright to the Dun & Bradstreet Data is, and shall remain, with Dun & Bradstreet. You acknowledge that the Dun & Bradstreet Data, regardless of form or format, is proprietary to Dun & Bradstreet and comprises: (a) works of original authorship, including compiled information containing Dun & Bradstreet's selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) Dun & Bradstreet Data that has been created, developed and maintained by Dun & Bradstreet at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly and irreparably harm Dun & Bradstreet. You agree that you will not commit or permit any act or omission by your agents, employees or any third party that would impair Dun & Bradstreet's copyright or other proprietary and intellectual property rights in the Dun & Bradstreet Data. You agree to notify Dun & Bradstreet immediately upon obtaining any information regarding a threatened or actual infringement of Dun & Bradstreet's rights. You also agree that you will not use any Dun & Bradstreet trade name, trade mark, service mark, logo or copyrighted materials in listings or advertising in any manner without the prior written approval of Dun & Bradstreet.
- 10.12 The agreement between you and Dun & Bradstreet, as set out in this Clause 10, shall be governed by and construed in accordance with the laws of Ireland and you and Dun & Bradstreet hereby submit to the exclusive jurisdiction of the Courts of Ireland in respect of that agreement.

## **11 PRICE AND PAYMENT**

### **11.1 Charges for all Rochford Brady Legal Services**

- 11.1.1 The charges payable for any Rochford Brady Legal Services (including those ordered by fax, by telephone, by post, by document exchange (DX) or via the Rochford Brady Websites) will be as quoted on the Rochford

Brady Websites from time to time (except in cases of obvious error - see Clause 11.1.3 below) or are available from us on request (the “Charges”).

- 11.1.2 Any statement of Charges for any Rochford Brady Legal Services provided to you by us in any format, including on the Rochford Brady Websites (collectively “Invoices”), are exclusive of VAT unless otherwise expressly stated and you are additionally liable to pay such VAT at the applicable rate from time to time. Payment in respect of such Invoices is due within thirty (30) calendar days of the date upon which the Invoice was issued by us. Charges are liable to change at any time, but, subject to 11.1.3, changes will not affect orders that you have made for any Rochford Brady Legal Services retrospectively.
- 11.1.3 The Rochford Brady Websites contain a large number of Rochford Brady Legal Services and it is always possible that, despite our best efforts, some of the Rochford Brady Legal Services listed on the Rochford Brady Websites may be incorrectly priced. We will use reasonable commercial endeavours to verify Charges as part of our procedures. If any Rochford Brady Legal Services’ correct Charges are higher than the Charges stated on the Rochford Brady Websites, we will normally, at our discretion, either contact you for instructions before dispatching the relevant Rochford Brady Legal Services, or reject your order for Rochford Brady Legal Services and notify you of such rejection notwithstanding any communication from us that may have been issued or displayed to you. We are under no obligation to provide the relevant Rochford Brady Legal Services to you at the incorrect (lower) Charges if the pricing error could have reasonably been recognised by you as a mis-pricing.
- 11.1.4 You must provide us with complete, accurate and up to date payment information. By submitting card payment details to us you warrant that you are entitled to purchase any Rochford Brady Legal Services using such payment details. If we do not receive payment authorisation or if payment is not valid, cannot otherwise be processed or if any authorisation is subsequently cancelled or any check of your card fails, we may immediately terminate, withdraw or suspend your access to any Rochford Brady Legal Services and/or your Rochford Brady Account without notice to you.
- 11.1.5 If you fail to pay any Invoice issued to you in full by the due date, we shall be entitled but not obliged to charge you interest on the overdue amount, payable by you immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 2% per annum above Euribor for the time being. Such interest shall accrue on a daily basis and shall be compounded quarterly.
- 11.1.6 In the event of any failure by you to make payment in accordance with this Agreement, you will be responsible for all expenses (including legal fees) incurred by us or our agents in collecting such amounts.
- 11.1.7 We may at any time or times, without notice to you, set off any liability of yours to us against any liability of ours to you, whether any such liability is present or future (whensoever arising), liquidated or unliquidated, under this Agreement or not and irrespective of the currency of its denomination. Any exercise by us of our rights under this clause shall be without prejudice to any other rights or remedies available to us under this Agreement or otherwise.

## 12 USE OF THE ROCHFORD BRADY WEBSITES

### 12.1 In relation to the Rochford Brady Websites:

12.1.1 we grant to you a non-exclusive, non-transferable licence to allow Authorised Users to access the Rochford Brady Websites and to use the Rochford Brady Websites solely for availing of Rochford Brady Legal Services for your business purposes, subject to the terms and conditions of this Agreement. For the avoidance of doubt we agree that your business purposes may involve procuring Rochford Brady Data via the Rochford Brady Legal Services for third parties as your capacity as a professional adviser save where expressly prohibited by us;

12.1.2 the rights provided under this Agreement are granted to you only and, for the avoidance of doubt, shall not be considered granted to any subsidiary or holding company of you; and

12.1.3 you shall not:

- (a) attempt to duplicate, modify or distribute any portion of the Rochford Brady Websites; or
- (b) adapt or circumvent the functioning of the Rochford Brady Websites nor access, use or modify the Rochford Brady Websites other than through the normal operation of the functionalities provided on the Rochford Brady Websites; or
- (c) create any database, directory or hard copy publication of or from the Rochford Brady Websites or any Rochford Brady Data, whether for internal or external distribution or use or whether in electronic or structured manual form and you will not systematically and/or regularly download, cache, print or store any or all of the content on the Rochford Brady Websites or any Rochford Brady Data;
- (d) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Rochford Brady Websites, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
- (e) display the contents of the Rochford Brady Websites or any Rochford Brady Data in a frame surrounded by other material not originated by us, frame, spider, harvest or scrape any of the content on the Rochford Brady Websites or otherwise access such content for similar purposes or otherwise commercially exploit the Rochford Brady Websites in any way; or
- (f) use any Rochford Brady Websites in a way that may cause it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired, including "overloading", "flooding", "spamming", "denial of service attacks", "mailbombing" or "crashing".

**13 INTELLECTUAL PROPERTY USED TO PROVIDE THE ROCHFORD BRADY LEGAL SERVICES**

- 13.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights (including but not limited to copyright and database rights) in the Rochford Brady Legal Services, the Rochford Brady Data, the Rochford Brady Websites and any related documentation. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered, and whether owned by us or by our licensors), or any other rights or licences in respect of the Rochford Brady Legal Services, the Rochford Brady Data, Rochford Brady Websites or any related documentation.
- 13.2 You agree that all rights in the mark 'Rochford Brady' are owned by us. Other product and company names appearing on the Rochford Brady Websites or in Rochford Brady Data, or otherwise used in connection with the Rochford Brady Legal Services may be the trade marks or registered trade marks of their respective owners and should not be reproduced or copied without our/the owner's written permission. The Rochford Brady Data provided in electronic or hard copy form may include our logo and name, and the logos and names of our licensors and/or third party suppliers. You agree not to modify or alter documentation so as to remove, reduce in size or obliterate such logos and names.
- 13.3 We confirm that we have all the rights in relation to Rochford Brady Legal Services, Rochford Brady Websites or any related documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Agreement.
- 13.4 Access to the Rochford Brady Websites or any Rochford Brady Legal Services may be suspended by us temporarily and without notice in the case of system failure, maintenance, security issues or repair or for reasons reasonably beyond our control.
- 13.5 The content, layout, availability, processes and format of the Rochford Brady Websites, the Rochford Brady Legal Services and the Rochford Brady Data shall be subject to variation at our sole discretion.
- 13.6 You agree to indemnify and hold us harmless for any costs (including settlement and legal or other professional fees), damages, expenses, losses, and liability that we incur as a result of any claim, suit, action or other proceeding brought against us or any of our associated companies, and their respective directors, officers, employees, and members or any combination thereof, that is based on or arises from your breach of this Agreement or which arises from:
- 13.6.1 your intentional misuse of any Rochford Brady Legal Services, Rochford Brady Data, Rochford Brady Account or the Rochford Brady Websites, or
  - 13.6.2 any of your negligent acts, errors or omissions that enable a third party to misuse, or to continue to misuse, Rochford Brady Legal Services, Rochford Brady Data, Rochford Brady Account, any password, user identification or account code provided to you regarding your use of the Rochford Brady Websites or any Rochford Brady Legal Services.
- 13.7 You agree not to hold yourself out as being, representing or as agent for us, or as otherwise associated or connected with us or any third parties connected to the Rochford Brady Websites or any Rochford Brady Legal Services by virtue of this Agreement. You agree not to refer to us or any third parties connected to the

Rochford Brady Websites or any Rochford Brady Legal Services in your marketing, advertising or promotional material without our prior written consent.

#### 14 **ROCHFORD BRADY DATA FROM THE CRO AND CRO FILINGS**

- 14.1 You agree that you shall not use any Rochford Brady Data which originated from the Irish Registrar of Companies/Companies Registration Office (established under the Companies Act 1963) (the “**CRO**”) in a manner which would unreasonably prejudice the legitimate interests of the Irish government as maker of the Registrar’s database created in his performance of the Registrar’s statutory obligations, or the legitimate interests of the Registrar.
- 14.2 Where you instruct us to prepare forms, documents or other material for submission to the CRO (“**CRO Documents**”) you agree that we do so solely based on your instructions and as your agent. It is your sole responsibility to review any CRO Documents prior to arranging for these to be signed and to ensure that all CRO Documents are properly completed and compliant with any applicable law. Where you are not qualified to professionally determine whether any CRO Documents are compliant with any applicable law you agree that you shall seek independent legal advice prior to instructing us to submit such CRO Documents to the CRO. While you authorise us to make minor changes which we deem reasonably necessary or desirable to carry out your instructions, you agree that we are not qualified legal advisors and do not hold ourselves out as being legally qualified to prepare the CRO Documents on your behalf.
- 14.3 We may withdraw any Rochford Brady Legal Services related to the formation of companies, company law compliance or the filing of CRO Documents on your behalf at any time at our discretion if, in our opinion, the company, registered office or business is used for any illegal or improper purpose (including, but not limited to fraud, extortion, dealing in drugs or other prohibited substances, terrorism, theft, money laundering) or if the company to be formed is infringing a third party’s intellectual property rights or is being used for any illegal purpose. Should we withdraw any Rochford Brady Legal Services relating to a company from you, you will take such action as we may reasonably request including (but not limited to) removing details or our relationship from any CRO records.
- 14.4 In the event of the CRO rejecting any CRO Document, or levying an additional fee in respect of CRO Document, an additional charge shall be payable by you to us and you remain liable to us for such fees at all times.

#### 15 **COURT AND PROPERTY DOCUMENTS**

- 15.1 Where you instruct us to prepare forms, pleadings, documents or other material for submission to the courts, any ombudsman, the LRC, Revenue Commissioners, Probate Office, Office of the Director of Corporate Enforcement or the labour court (“**Court Documents**”) you agree that we do so solely based on your instructions and as your agent. It is your sole responsibility to review any Court Documents prior to arranging for these to be signed and to ensure that all Court Documents are properly completed and compliant with any applicable law. Where you are not qualified to professionally determine whether any Court Documents are compliant with any applicable law you agree that you shall seek independent legal advice prior to instructing us to submit such Court Documents on your behalf. While you authorise us to make minor changes which we deem reasonably necessary or desirable to carry out your instructions, you agree that we are not qualified legal advisors and do not hold ourselves out as being legally qualified to prepare the Court Documents on your behalf.

- 15.2 Where you instruct us to prepare forms, pleadings, documents or other material for submission to the Land Registry, Registry of Deeds or planning offices (“**Property Documents**”) you agree that we do so solely based on your instructions and as your agent. It is your sole responsibility to review any Property Documents prior to arranging for these to be signed and to ensure that all Property Documents are properly completed and compliant with any applicable law. Where you are not qualified to professionally determine whether any Property Documents are compliant with any applicable law you agree that you shall seek independent legal advice prior to instructing us to submit such Property Documents on your behalf. While you authorise us to make minor changes which we deem reasonably necessary or desirable to carry out your instructions, you agree that we are not qualified legal advisors and do not hold ourselves out as being legally qualified to prepare the Property Documents on your behalf.

## 16 **SERVICE OF DOCUMENTS**

- 16.1 Where you instruct us to serve documents on a third party you agree that we do so solely based on your instructions and as your agent. It is your sole responsibility to satisfy yourself that you have provided us with the correct information in order to facilitate the performance of the Rochford Brady Legal Services. You must keep complete and accurate copies of all documents that you provide to us so that these are available to you in the event of any loss or damage to the documentation, including any will which you supply to us.

## 17 **TERM AND TERMINATION**

- 17.1 The term of each Agreement with you will begin on submission and acceptance of a request by you for any Rochford Brady Legal Services, and will terminate automatically upon the provision of such any Rochford Brady Legal Services to you, save in respect of the Rochford Brady Account where the Agreement term will begin on submission of a request by you for a Rochford Brady Account and will terminate automatically upon the closure of your Rochford Brady Account.
- 17.2 We may suspend or terminate your use of the Rochford Brady Websites, your Rochford Brady Account or Rochford Brady Legal Services, or any Agreement with you, at our option, if you fail to pay for any Rochford Brady Legal Services under any Agreement with you on the due date.
- 17.3 Both you and we may terminate any Agreement with you at any time without reason by giving not less than 30 days written notice of such termination to the other party.
- 17.4 Either party may suspend or terminate any or all Agreements between the parties by giving written notice to the other party to that effect at any time in the event that:
- 17.4.1 the other party commits a material breach of any Agreement which, if capable of remedy, is not remedied within fifteen (15) days of the party giving notice to the other party of the breach and requiring its remedy; or
  - 17.4.2 the other party is adjudicated bankrupt, becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; or

- 17.4.3 if any petition shall be presented, order shall be made or resolution passed for the other party's winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); or
- 17.4.4 if the other party shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if the other party ceases or threatens to cease to carry on business or if the other party claims the benefit of any statutory moratorium.
- 17.5 You shall immediately give notice in writing to us of any event which would entitle us to terminate any Agreement with you.
- 17.6 In the event of termination of any Agreement with you for any reason you shall pay all unpaid fees payable in respect of any Rochford Brady Legal Services within thirty (30) days of termination of that Agreement. Termination by either party in accordance with this Agreement shall be without prejudice to any other rights or remedies of that party accrued prior to termination.
- 17.7 In the event of termination of an Agreement for any reason where a request of yours for any Rochford Brady Legal Services has not been fully processed and:
  - 17.7.1 the Charges have not been paid for that request, we are entitled to, at our discretion, fulfil the request, and to charge you appropriate Charges for that request; and
  - 17.7.2 the Charges have been paid for that request before the date of the termination we will provide you with the Rochford Brady Legal Service requested pursuant to that request.
- 17.8 In the event of termination of all Agreements with you for any reason we shall close your Rochford Brady Account once all Charges have been paid to us.
- 17.9 On termination of all Agreements with you for any reason:
  - 17.9.1 all rights granted to you under the Agreements shall cease;
  - 17.9.2 you shall cease all activities authorised by any Agreement in terms of use of the Rochford Brady Websites, including the registered user sections;
  - 17.9.3 you shall cease to issue requests for any Rochford Brady Legal Services;
  - 17.9.4 you shall immediately pay to us any sums due to us under any Agreement, including any outstanding Charges; and
  - 17.9.5 you shall immediately destroy or return to us (at our option) all copies of our Confidential Information or any user manual then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
- 17.10 Any exercise by us of any right of suspension pursuant to this Agreement shall not exclude our exercise of any other rights or remedies, including the termination of this Agreement subsequently.

17.11 The following clauses shall survive termination of this Agreement, however arising: Clause 2.3, 5.5, 6.1.5, 8.1, 9, 10.4, 10.5 to 10.12, 11.1.6 to 11.1.8, 13, 14.1, 14.4, 17.6 to 17.11, 18.2, 18.3 to 18.11, 19 to 26 and 29 to 33.

## 18 **OUR LIABILITY**

18.1 We warrant that:

18.1.1 we will perform the Rochford Brady Legal Services with reasonable skill and care;

18.1.2 we have the capacity and authority to provide the Rochford Brady Legal Services pursuant to the terms and conditions of this agreement;

18.1.3 the provision of the Rochford Brady Legal Services to you pursuant to the terms and conditions of this Agreement shall not infringe any third party rights (note this does not include any assurance in respect of material provided to us by a third party and provided to you by us);

18.1.4 the Rochford Brady Data that we create (note this does not include any material provided to us by a third party and incorporated into the Rochford Brady Data by us) shall contain nothing that is defamatory, obscene, offensive or otherwise, to our actual knowledge, contrary to law or regulation; and

18.1.5 save where expressly provided pursuant to this Agreement we shall use reasonable commercial endeavours to ensure that the Rochford Brady Data (or copies where applicable) is a true, accurate and complete copy of the relevant responses or data received by Rochford Brady from third parties, but we are not responsible for the truth, fitness for purpose or accuracy of the responses or data received from third parties or for verifying the accuracy, fitness for purpose or completeness of the responses or data.

18.2 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care, or any implied conditions, warranties or other term that the Rochford Brady Websites, any Rochford Brady Legal Services or Rochford Brady Data are fit for any particular purpose or are of satisfactory quality; or that the Rochford Brady Data is free from any claim that it infringes the intellectual property or other rights of any third party, including any right to privacy.

18.3 Nothing in this agreement shall exclude or limit our liability for fraud, fraudulent misrepresentation or any liability not capable of being excluded by law.

18.4 Subject to Clauses 2.3, 4.1.2 to 4.1.5, 4.2.2, 5.2, 6.1.3 to 6.1.5, 6.2.3, 8.1, 9.5, 10.5, 10.8, 10.9, 10.10, 13.6 and 14.4 we agree that we will indemnify and hold you harmless for any costs (including reasonable settlement and legal or other professional fees), damages, expenses, losses, and liability that you incur directly as a result of any claim, suit, action or other proceeding brought against you by a third party provided and to the extent that such claim, suit, action or other proceeding arises solely and directly out of any breach by us of the warranties contained in Clause 18.1.

- 18.5 Your right to be indemnified pursuant to Clause 18.4 is conditional on your compliance with Clause 2.1 and:
- 18.5.1 you notifying us in writing, as soon as reasonably practicable, of any claim, suit, action or other proceeding to which Clause 18.4 may apply;
  - 18.5.2 you not making any admission as to liability or compromise or agreeing to any settlement of any claim, suit, action or other proceeding to which Clause 18.4 may apply without our prior written consent; and
  - 18.5.3 our having, at our own expense, the conduct of or the right to settle all negotiations and litigation arising from any claim, suit, action or other proceeding to which Clause 18.4 may apply, and you shall give us all reasonable assistance in connection with those negotiations and such litigation at our request and expense.
- 18.6 Notwithstanding any other provision of this Agreement, in no event shall our liability under all agreements with you from time to time exceed seven and a half million euro (€7,500,000) in aggregate.
- 18.7 Notwithstanding any other provision of this Agreement, in no event shall we be liable for any loss of profits, loss of business, business interruption, loss of data or business data, depletion of goodwill, misuse of your password, user identification or account code or any Rochford Brady Account, and/or similar losses or pure economic loss, or for any special, indirect, special, punitive or consequential loss, costs, damages, charges or expenses however arising, or an pecuniary loss caused by any use of the Rochford Brady Websites, any Rochford Brady Legal Services or Rochford Brady Data, or any act or omission of a third party (including a data provider), any such loss or damage caused by viruses, regardless of whether such liability is based on breach of contract or tort (including negligence, defamation, infringement of copyright or other intellectual property rights), strict liability, breach of warranties, failure of essential purpose or otherwise, and even if we have been advised of the possibility of such damages.
- 18.8 We do not accept liability for any consequences, howsoever arising, due to unavailability, an error or a delay in any third party making available the Rochford Brady Data to us or to the public. We shall not be held responsible for any addition to, changes in, deletions from, delay in publication or withdrawal of any Rochford Brady Data made available by any competent authority charged with responsibility for public records forming part of the Rochford Brady Data by law. We do not accept liability for any consequences, howsoever arising, due to any amendments made in the original documents or records, which are not marked as such or where a third party, due to human error or otherwise, does not inform us that amendment(s) have been made to a document or record. We do not accept liability for any consequences, howsoever arising, for the contents of a report, either verbal or written, from any third party confirming or purporting to provide the information, where the original documents or records containing the information are not available to us under any circumstances.
- 18.9 We do not accept liability for any consequences, howsoever arising, for information provided to us by a third party in response to a properly made request by us (for example, a map provided to us by a government or council official in response to a request). We do not accept liability for any consequences, howsoever arising, for an incorrect interpretation of poorly presented information as a result of documents or records, which are defective as a result of spelling errors, illegible text, damaged, torn or missing pages.

18.10 We do not accept any liability for damage to your computer system or loss of data that results from your use of the Rochford Brady Websites or the provision of any Rochford Brady Legal Services and we cannot guarantee that any files or other electronic information sent via the Internet are free from viruses, contamination, worms, Trojan horses or any other destructive features.

18.11 Time is not of the essence for the performance of the Rochford Brady Legal Services. We will use our reasonable endeavours to meet the time estimates given on the Rochford Brady Websites or in this Agreement but you acknowledge and agree that such time periods are estimates and in particular we accept no responsibility for delay caused by third parties or for reasons outside our control.

## 19 **WRITTEN COMMUNICATIONS AND EMAILS**

19.1 When using the Rochford Brady Websites, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all agreements, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights. As with communication via any medium, any unprotected email communication via the internet is not confidential and subject to possible interception, loss or alteration. We are not responsible for and will not be liable to you for any consequence, howsoever arising, of any interception, loss or alteration of an email sent by, or received from, you or us or anyone else at your request.

## 20 **NOTICES**

20.1 All notices given by you to us must be given to Rochford Brady Legal Services Limited at 64 Francis Street, Dublin 8, Ireland **OR** [EMAIL ADDRESS]. We may give notice to you at either the email, facsimile number or postal address that you provide to us when placing an order or opening your Rochford Brady Account, to your registered office (where you are a company), to your last known place of business or in any of the ways specified in clause 19 above.

20.2 Notice will be deemed received and properly served immediately when posted on our Rochford Brady Websites, 24 hours after an email is sent, at the time a fax is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of a fax, that it was sent to a fax number that you gave to us or that is listed in a current public directory; and, in the case of an email, that such email was sent to the specified email address of the addressee.

20.3 All notices, documents, communications and any other data to be provided under this agreement must be in the English language unless otherwise agreed.

20.4 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement. In the absence of acknowledgement of receipt from the recipient party, proof of delivery of a notice remains with the sender.

## 21 **TRANSFER OF RIGHTS AND OBLIGATIONS**

21.1 This Agreement between you and us is binding on you and us and on our respective successors and assigns.

- 21.2 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent. In no circumstances is access to the Rochford Brady Legal Services to be permitted, facilitated or resold by you to any other person or entity.
- 21.3 We may transfer, assign, charge, sub-contract, appoint agents, act as agents or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of this Agreement without notice to you.

## 22 **EVENTS OUTSIDE OUR CONTROL**

- 22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement that is caused by events outside our reasonable control (**Force Majeure Event**).
- 22.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular the following:
- 22.2.1 strikes, lock-outs or other industrial action;
  - 22.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 22.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - 22.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - 22.2.5 impossibility of the use of public or private telecommunications networks, failure of payment systems or software, breakdown of machinery or equipment;
  - 22.2.6 illness or an accident affecting one of our employees, subcontractor or agents;
  - 22.2.7 any failure by a third party to supply us with information that we have requested, including Rochford Brady Data; and
  - 22.2.8 the acts, decrees, legislation, regulations or restrictions of any government.
- 22.3 Our performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Agreement may be performed despite the Force Majeure Event.

## 23 **WAIVER**

- 23.1 If we fail, at any time during the term of this Agreement, to insist upon strict performance of any of your obligations under this Agreement or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 23.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

23.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 20 above.

## 24 **SEVERABILITY**

24.1 If any of these terms and conditions or any provisions of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 25 **CONFIDENTIALITY**

25.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

25.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or

25.1.2 was in the other party's lawful possession before the disclosure; or

25.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

25.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

25.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

25.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

25.3 You shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any of your Authorised Users or through your disclosure to any third party.

## 26 **ENTIRE AGREEMENT**

26.1 These terms and conditions, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover save that specific additional terms and conditions may apply to specific Rochford Brady Legal Services offered by us where we expressly provide. In the event of a conflict or ambiguity between this Agreement and any documents referred to in it, this Agreement shall prevail.

26.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

## 27 **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 27.1 We have the right to revise and amend these terms and conditions from time to time by giving notice to you to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 27.2 You will be subject to the policies and terms and conditions in force at the time that you order Rochford Brady Legal Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before fulfilling your order (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Rochford Brady Legal Services).

## 28 **SECURITY AND PRIVACY**

- 28.1 You must read our [Privacy Policy](#) which contains important information about the use of personal data and our security processes and policies. This [Privacy Policy](#) forms part of this Agreement.
- 28.2 We have the right, but not the obligation, to monitor any activity and content associated with the Rochford Brady Websites.
- 28.3 A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting the Rochford Brady Websites our computer server will recognise the cookie, giving us information about your last visit. Most browsers accept cookies automatically, but you can alter the settings of your browser to refuse these cookies. If you choose to refuse these cookies, you may still use most of the features of our website. For information on how to control your cookies go to [www.allaboutcookies.org](http://www.allaboutcookies.org).

## 29 **DATA PROTECTION**

- 29.1 Each party undertakes to the other that in connection with any Agreement related to the Rochford Brady Legal Services it will at all times comply with the Data Protection Acts 1988 and 2003, the Consumer Credit Act 1995 and any subordinate or associated regulations, where applicable to them.
- 29.2 Notwithstanding anything to the contrary contained in this Agreement we shall not be required to vary, amend and/or enhance the Rochford Brady Legal Services and/or Rochford Brady Data as a result of Clause 29.1 other than either where we specifically agree in writing or where we, in our opinion, consider that such variation, amendment and/or enhancement is fundamental to the continued use of Rochford Brady Legal Services and/or Rochford Brady Data by our customers generally.
- 29.3 Each party warrants that it has in place and will, during the term of this Agreement, maintain appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of the other party's software and data and adequate security programs and procedures to ensure that unauthorised persons do not have access to any equipment used to process such data or on which any such software or data is stored.

## 30 NO PARTNERSHIP OR AGENCY

- 30.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 31 COMPLAINTS

- 31.1 If you wish to complain about the Rochford Brady Legal Services or any other matter related to this Agreement, please contact us at support@lawlink.ie. We will then review your complaint and will inform you of the outcome of our review within a reasonable time of receiving your complaint.

## 32 LAW AND JURISDICTION

- 32.1 This Agreement for the provision of Rochford Brady Legal Services from us is governed by Irish law. Any dispute arising from, or related to, this Agreement shall be subject to the non-exclusive jurisdiction of the courts of Ireland. In the event of any dispute arising between Rochford Brady and a third party, you agree to provide us with such information and assistance regarding the dispute or its subject matter as we may request from you.

## 33 DEFINITIONS AND INTERPRETATION

“**Authorised User**” has the meaning given to it in Clause 4.1.

“**Charges**” has the meaning given to it in Clause 11.1.1.

“**Confidential Information**” has the meaning given to it in Clause

“**Court Docs**” has the meaning given to it in Clause 15.1

“**CRO**” has the meaning given to it in Clause 14.1

“**CRO Docs**” has the meaning given to in Clause 14.2

“**Dun & Bradstreet**” has the meaning given to it in Clause 10.1

“**Dun & Bradstreet Data**” has the meaning given to it in Clause 10.4

“**Judgment Data**” has the meaning given to it in Clause 9.1.

“**Property Docs**” has the meaning given to it in Clause 15.2

“**Rochford Brady Account**” means an account with us opened by us, at our discretion, which allows you to use the Rochford Brady Legal Services, as is further described in this agreement.

“**Rochford Brady Data**” means any data that we provide to you in response to a request from you that we accept for any Rochford Brady Legal Services, whether provided via the Rochford Brady Websites or otherwise.

**“Rochford Brady Websites”** means the websites [www.lawlink.ie](http://www.lawlink.ie), [www.cid.ie](http://www.cid.ie), [www.rochfordbrady.ie](http://www.rochfordbrady.ie), [www.rbonline.ie](http://www.rbonline.ie), [www.rbonlineservices.ie](http://www.rbonlineservices.ie), [www.rbos.ie](http://www.rbos.ie), [www.rbonline.eu](http://www.rbonline.eu), [www.businessgold.ie](http://www.businessgold.ie), [www.businessgold.eu](http://www.businessgold.eu), [www.rochfordbrady.eu](http://www.rochfordbrady.eu), [www.lawsearch.ie](http://www.lawsearch.ie), [www.enki.ie](http://www.enki.ie) and [www.buyadomain.ie](http://www.buyadomain.ie) and all pages containing these domain names, all content appearing on the websites, all software used to operate the websites, all data accessed through the websites and/or all databases to which the websites give access, or any other website which we notify you of during the term of this agreement.

**“Rochford Brady Legal Services”** means the services (1) as described on the Rochford Brady Websites (including such functionality as we may add to those websites from time to time future), (2) as described in communications that we may send to you (3) as we may specifically agree with you or (4) as described in this agreement from time to time.

### 33.1 In this Agreement

- 33.1.1 the headings are for convenience only and will not affect its construction or interpretation;
- 33.1.2 unless the context requires otherwise, words importing the singular will include the plural and vice versa;
- 33.1.3 unless the context requires otherwise, references to any person will include references to any human being, company, body corporate, association, joint venture, partnership, trust and any entity capable of suing and being sued;
- 33.1.4 a reference to any statute includes references to that statute as from time to time amended, consolidated or re-enacted and all rules, regulations, statutory instruments or orders made under it; and
- 33.1.5 "including" will be understood to mean "including without limitation", or "in particular" will be understood to mean "in particular without limitation" and "includes" will be understood to mean "includes without limitation".