

Rochford Brady Legal Services Terms and Conditions

This Agreement (together with the documents referred to on it) tells you the terms and conditions on which we supply any of Rochford Brady Legal Services, including those made available on the Lawlink Website, to you. Please read these terms and conditions carefully before ordering any Rochford Brady Legal Services from us, including via the Lawlink Website. 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.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Rochford Brady Legal Services from the Lawlink Website.

1 INFORMATION ABOUT US

1.1 The Lawlink Website is a site operated by Rochford Brady Legal Services Limited (trading as LawLink) (“we”, “our”, “Lawlink”, “us”). We are 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 First Floor, Ormond Building, 31-36 Ormond Quay Upper, Dublin 7. Our VAT number is [VAT NUMBER].

2 HOW THIS AGREEMENT IS FORMED BETWEEN YOU AND US

2.1 To request any Rochford Brady Legal Services you need to have an account with us (a “**Lawlink Account**”). This will either be created through our [Accounts department] or by completing the registration process on the Lawlink Website. If we confirm through the Lawlink Website or directly to you that we have opened a Lawlink Account for you then it shall be governed by this Agreement. The opening of a Lawlink Account shall not entitle you to automatically receive any Rochford Brady Legal Services. Each request for any Rochford Brady Legal Services is a separate offer to enter into a contract for those any Rochford Brady Legal Services on the terms and conditions of this Agreement. You agree that any liability that we accept pursuant to this agreement (including the indemnity in clause 13.4) is conditional on each of your orders for any Rochford Brady Legal Services issued to us (regardless of the 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 Lawlink Account in the event of breach of this condition, without prejudice to any other right or remedy which we may have.

2.2 If you open a Lawlink 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 []. You acknowledge and agree that LawLink 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.

2.3 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.

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 HOW YOU USE OUR SERVICES

- 3.1 Your Authorised Users are your employees and independent contractors who you nominate or appoint as being entitled to use the Lawlink Website and to request the any Rochford Brady Legal Services on your behalf as your agent.
- 3.2 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 Lawlink Website, Lawlink Account or any Rochford Brady Legal Services. You shall ensure that password, user identification or account code are only provided to individuals who are your Authorised Users.
- 3.3 You accept that use of any password, user identification or account code provided to you in connection with your use of the Lawlink Website, Lawlink Account or any Rochford Brady Legal Services shall constitute sufficient authority to us to accept instructions in relation to the Lawlink Website, Lawlink 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 Lawlink Website, Lawlink 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.
- 3.4 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 Lawlink Website, a Lawlink 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 Lawlink Account or your ability to use the Lawlink Website or Rochford Brady Legal Services.
- 3.5 You shall ensure that the Lawlink Website, Lawlink 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 such that/those computer(s). You shall direct all Authorised Users to close out of the sections of the Lawlink Website restricted to customers with a Lawlink Account when not using the Lawlink Website to request any Rochford Brady Legal Services.
- 3.6 We may from time to time upgrade or modify the manner in which access to any Rochford Brady Legal Services or the Lawlink Website is given and/ or change, discontinue or modify the form and content of any Rochford Brady Legal Services or the Lawlink Website. 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 Lawlink Website.
- 3.7 The following any Rochford Brady Legal Services may only be requested by you by placing an order using the Lawlink Website:
 - 3.7.1 search of the public records available in the Irish Companies Registration Office and the provision of Lawlink Data obtained as a result;
 - 3.7.2 search of the public records available in respect of an Irish Judgment/Lis Pendens Search and the provision of any Lawlink Data obtained as a result;

- 3.7.3 search of the public records available in Irish Land Registry and the provision of Lawlink Data obtained as a result; and
 - 3.7.4 search of the public records available in the Official Administrator's office relating to bankruptcy and the provision of Lawlink Data obtained as a result.
- 3.8 The following any Rochford Brady Legal Services may only be requested by you by placing an order using the Lawlink fax numbers [] or Lawlink emails []:
- 3.8.1 search of the public records available in the Irish Registry of Deeds and the provision of Data obtained as a result;
 - 3.8.2 search of the public records available in planning offices operated by Irish local government bodies and the provision of Data obtained as a result; and
 - 3.8.3 search of the public records available at the sheriffs' offices and the provision of Data obtained as a result.
- 3.9 You agree that you are solely responsible for the form, content and accuracy of any request that you make for any Rochford Brady Legal Services, including the spelling of any names or addresses and the provision of any dates. If you enter information incorrectly you understand that you still be obliged to pay the Charges in respect of that request that you made for Rochford Brady Legal Services.
- 3.10 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.
- 3.11 You agree that the Lawlink 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 Lawlink 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.
- 3.12 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 without limitation the property identification) meet your requirements.
- 3.13 You agree that you will use the Rochford Brady Legal Services and/or the Lawlink Website in accordance with the rules and instructions that we give to you from time to time.

4 YOUR STATUS, OBLIGATIONS AND ACCOUNT

- 4.1 By placing an order for any Rochford Brady Legal Services through the Lawlink Website or by opening a Lawlink Account, you warrant that you are legally capable of entering into this Agreement. You also warrant that you are placing an order for any Rochford Brady Legal Services or opening a Lawlink Account in the course of your trade, profession or business and that you are not acting as a consumer.

- 4.2 You agree to comply with all applicable laws and regulations with respect to your activities under this Agreement. You shall carry out all any responsibilities expressly set out in this agreement in a timely and efficient manner.
- 4.3 You warrant to us that any the information provided by you when registering for use of the Lawlink Website 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 LawLink in connection with your Lawlink Account.
- 4.4 You agree that you will obtain and maintain suitable equipment including hardware, software and communication links necessary to allow you to access the Lawlink Website, to receive any of the Rochford Brady Legal Services or to receive electronic communications from us.

5 OUR STATUS AND SERVICES

- 5.1 On our acceptance of an application from you to open a Lawlink Account we shall:
- 5.1.1 establish a specific Lawlink Account and a user profile for you in respect of the Rochford Brady Legal Services;
 - 5.1.2 provide you with a specific password, user identification and/or account code to enable you to use the Lawlink Website and to request Rochford Brady Legal Services;
 - 5.1.3 use reasonable commercial endeavours to provide you with Lawlink Data in response to any of your properly completed orders for Rochford Brady Legal Services as soon as is reasonable possible;
 - 5.1.4 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; and
 - 5.1.5 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 Lawlink Website.
- 5.2 We undertake that the Rochford Brady Legal Services will be performed by us with all reasonable skill and care and we will use all reasonable commercial endeavours to ensure that the Lawlink Website is available to you for the purposes of availing of the Rochford Brady Legal Services. Notwithstanding the foregoing, we do not warrant that your use of the Lawlink Website and the Rochford Brady Legal Services will be uninterrupted or error-free.
- 5.3 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, which they will advise you of directly. You should carefully review their terms and conditions applying to each third party 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.
- 5.4 We may provide links to other websites or resources through our Lawlink Website or we may make content available on our Lawlink Website 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 without limitation 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 Lawlink Website or otherwise as part of the Rochford Brady Legal Services.

6 TIMING OF SERVICES

- 6.1 We will use reasonable commercial endeavours to fulfil an order for any Rochford Brady Legal Services by the date 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.
- 6.2 You agree and acknowledge that certain Rochford Brady Legal Services are only available on days and during times specified on the Lawlink Website. You acknowledge and agree that any Lawlink Data provided to you in response to a request from you for any Rochford Brady Legal Services, where the request is received by us outside of the hours 9am to 5.30pm Monday to Friday (excluding bank and Irish and UK public holidays) (a "Business Day"), will only be current as at 5.30pm on the previous Business Day.

7 MAPPING SEARCHES

- 7.1 You agree that we cannot guarantee that a map presented for inspection by us by the Irish Land Registry being the only map for the area in respect for which you request us to provide Rochford Brady Legal Services or Lawlink 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 have not been produced for inspection and which, as result, are not furnished to you as Lawlink Data in respect of your request related to the map.
- 7.2 In respect of the Lawlink Data provided to you in the form of a map you shall be entitled to print out, subject to payment to a single hard copy, which may be photocopied a further five times.

8 JUDGMENT SEARCHES

- 8.1 You agree that in respect of any Lawlink 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 Lawlink Service regarding the provision of such Lawlink Data ("Judgment Data") :
- 8.1.1 you shall only use Judgment Data to assess the creditworthiness of the subject of such Lawlink Data and not for any other purpose; and
- 8.1.2 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 20.
- 8.2 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 that you

agree to incorporate any such proprietary markings in any copies you take of the Judgment Data.

- 8.3 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.
- 8.4 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 8.4.
- 8.5 You acknowledge that:
- 8.5.1 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;
 - 8.5.2 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;
 - 8.5.3 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;
 - 8.5.4 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 the Reseller.

Accordingly 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 the 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.

- 8.6 If there is an inconsistency between any of the provisions of this Clause 8 of the agreement and the other provisions this agreement as they relate to Judgment Data, then the provisions of this Clause 8 the agreement shall prevail.

9 DUN & BRADSHEET SERVICES

- 9.1 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 & Bradstreet") the provision of such Rochford Brady Legal Services shall be conditional upon Dun & Bradstreet agreeing to accept a request for those Rochford Brady Legal Services from us.
- 9.2 You agree that Lawlink has entered into this Clause 9 of this agreement with you both on its own behalf but also as an agent for Dun & Bradstreet, and that this Clause 9 of this agreement constitutes a separate agreement between you and Dun & Bradstreet

in addition to forming part of the agreement that you have with us for the Rochford Brady Legal Services. It is agreed as between you and us that Dun & Bradstreet and its third party information providers shall be entitled to rely on and enforce this Clause 9 of this agreement. If there is an inconsistency between any of the provisions of this Clause 9 of the agreement and the other provisions this agreement, then the provisions of this Clause 9 of the agreement shall prevail as between you and Dun & Bradstreet, and the other provisions this agreement shall prevail as between you and us.

- 9.3 You acknowledge that all information (the "Dun & Bradstreet Data") furnished to you by Dun & Bradstreet, whether or not provided indirectly through Lawlink, is licensed for your exclusive use. Regardless of the form or format in which the Dun & Bradstreet Data is furnished, none of the Dun & Bradstreet Data may be made available in whole or in part to any third party. You agree that the Dun & Bradstreet Data will not be reproduced, revealed or made available to anyone else, it being understood that the Dun & Bradstreet Data is licensed for your internal use only, except that you may make one copy solely for backup purposes.
- 9.4 You agree that you will use the Dun & Bradstreet Data solely as one factor in your credit insurance, marketing or other business decisions and that you are expressly prohibited from using the Dun & Bradstreet Data as a factor in establishing an individual's eligibility for:
- 9.4.1 credit insurance to be used primarily for personal, family or household purposes; or
- 9.4.2 employment.
- 9.5 You agree not to use the Dun & Bradstreet Data to engage in unfair or deceptive practices. You agree to comply with the provisions of the Data Protection Act 1988 and 2003 and the Consumer Credit Act 1995, where applicable to you.
- 9.6 You agree to indemnify, defend and hold harmless Dun & Bradstreet from any claim or cause of action against Dun & Bradstreet arising out of, or relating to, use of the Dun & Bradstreet Data by:
- 9.6.1 individuals or entities which have not been authorised by this Clause 9 to have access to and/or use the Dun & Bradstreet Data; and
- 9.6.2 you, which use may be in violation of your licence contained in this Clause 9.
- 9.7 You acknowledge that Dun & Bradstreet, Lawlink 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 & Bradstreet Data or of the media on which the Dun & Bradstreet Data is provided. You understand that the Dun & Bradstreet 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.
- 9.8 You also acknowledge that every business decision involves the assumption of a risk and that Dun & Bradstreet and Lawlink, 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, Lawlink 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 Lawlink 's negligent acts or

omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information.

- 9.9 You agree that Dun & Bradstreet and its 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 and its third party information providers' aggregate liability, if any, for any and or furnished hereunder, 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 a greater amount. You also agree to give Dun & Bradstreet immediate written notice of all actions, claims, losses or damages arising out of the use of the information.
- 9.10 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 D&B at great expense of time and money, such that misappropriation or unauthorized 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, trademark, service mark, logoff-copyrighted materials in listings or advertising in any manner without the prior written approval of Dun & Bradstreet.
- 9.11 The agreement between you and Dun & Bradstreet, as set out in this Clause 9, 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.

10 **PRICE AND PAYMENT**

- 10.1 The Charges payable for any Rochford Brady Legal Services will be as quoted on the Lawlink Website from time to time, except in cases of obvious error. Except in cases of obvious error the Charges payable by you to us for the Rochford Brady Legal Services will appear on your screen prior to you placing a request for the Rochford Brady Legal Services and will also be set out in your invoice.
- 10.2 These Charges are stated on the Lawlink Website exclusive VAT unless otherwise expressly stated, and you are additionally liable to pay such VAT at the applicable rate from time to time. Charges are liable to change at any time, but, subject to 10.4, changes will not affect orders that you have made for any Rochford Brady Legal Services retrospectively.
- 10.3 The Lawlink Website contains 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 Lawlink Website 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 Lawlink Website, 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.

- 10.4 We are under no obligation to provide the relevant Rochford Brady Legal Services to you at the incorrect (lower) Charges if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 10.5 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 Lawlink Account without notice to you.
- 10.6 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.
- 10.7 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.
- 10.8 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 (whenever 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 it under this agreement or otherwise.

11 **USE OF THE LAWLINK WEBSITE**

11.1 In relation to the Lawlink Website:

- 11.1.1 we grant to you a non-exclusive, non-transferable licence to allow Authorised Users to access the Lawlink Website and to use the Lawlink Website 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 Lawlink Data via the Rochford Brady Legal Services for third parties as their professional advisers save where expressly permitted;
- 11.1.2 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
- 11.1.3 you shall not:
 - (a) attempt to duplicate, modify or distribute any portion of the Lawlink Website; or

- (b) adapt or circumvent the functioning of the Lawlink Website nor access, use or modify the Lawlink Website other than through the normal operation of the functionalities provided on the Lawlink Website; or
- (c) create any database, directory or hard copy publication of or from the Lawlink Website or any Lawlink 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 and store any or all of the content on the Lawlink Website or any Lawlink Data;
- (d) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Lawlink Website, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (e) use any Lawlink Data which originated from the Registrar of Companies (established under the Companies Act 1963) 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; or
- (f) display the contents of the Lawlink Website or any Lawlink Data in a frame surrounded by other material not originated by us, frame, spider, harvest or scrape any of the content on the Lawlink Website or otherwise access such content for similar purposes or otherwise commercially exploit the Lawlink Website in any way; or
- (g) use the any part of the Lawlink Website or any Lawlink 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; or
- (h) use the Lawlink Website 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"; or
- (i) attempt to obtain, or assist others in obtaining, access to the Lawlink Website, Rochford Brady Legal Services or Lawlink Data other than as provided under this Agreement.

11.2 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 Lawlink Data, the Lawlink Website 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 Lawlink Data, Lawlink Website or any related documentation.

11.3 You agree that all rights in the mark 'Lawlink' are owned by us. Other product and company names appearing on the Lawlink Website or in Data 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 Lawlink Data provided in electronic or hard copy form will 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 shall not be altered or adulterated so as to remove, reduce in size or obliterate such logos and names.

- 11.4 We confirm that we have all the rights in relation to Rochford Brady Legal Services, Lawlink Website 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.
- 11.5 Access to the Lawlink Website 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.
- 11.6 The content, layout, availability and format of the Lawlink Website and Lawlink Data shall be subject to variation at our sole discretion.
- 11.7 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 they incur as a result of any claim, suit, action or other proceeding brought against us or any of 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 and which arises from:
 - 11.7.1 your intentional misuse of any Rochford Brady Legal Services, Lawlink Data, Lawlink Account or the Lawlink Website, or
 - 11.7.2 any of your negligent acts, errors or omissions that enable a third party to misuse, or to continue to misuse, Rochford Brady Legal Services, Lawlink Data, Lawlink Account, any password, user identification or account code provided to you regarding your use of the Lawlink Website or any Rochford Brady Legal Services.
- 11.8 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 Lawlink Website 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 Lawlink Website or any Rochford Brady Legal Services in your marketing, advertising or promotional material without our prior written consent.

12 **TERM AND TERMINATION**

- 12.1 The term of each Agreement with you will begin on submission 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 Lawlink Account where the Agreement term will begin on submission of a request by you for a Lawlink Account and will terminate automatically upon the closure of your Lawlink Account.
- 12.2 We may suspend or terminate your use of the Lawlink Website or Rochford Brady Legal Services, or any Agreement with you, at our option, if you fail to pay for the any Rochford Brady Legal Services under any Agreement with you on the due date.
- 12.3 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.

- 12.4 Either party may suspend or terminate all Agreements between the parties by giving written notice to the other party to that effect at any time in the event that:
- 12.4.1 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
 - 12.4.2 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
 - 12.4.3 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
 - 12.4.4 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.
- 12.5 You shall immediately give notice in writing to us of any event which would entitle us to terminate any Agreement with you.
- 12.6 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.
- 12.7 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:
- 12.7.1 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
 - 12.7.2 the Charges have been paid for that request before the date of the termination we will provide with the Lawlink Service requested pursuant to that request.
- 12.8 In the event of termination of all Agreements with you for any reason we shall close your Lawlink Account once all Charges have been paid to us.
- 12.9 On termination of all Agreements with you for any reason:
- 12.9.1 all rights granted to you under the Agreements shall cease;
 - 12.9.2 you shall cease all activities authorised by any Agreement in terms of use of the registered user section of the Lawlink Website and issuing requests for any Rochford Brady Legal Services;

- 12.9.3 you shall immediately pay to us any sums due to us under any Agreement, including any outstanding Charges; and
 - 12.9.4 you shall immediately destroy or return to us (at our option) all copies of our Confidential Information or any user manual then in its possession, custody or control and, in the case of destruction, certify to us that you have done so.
- 12.10 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.

13 **OUR LIABILITY**

13.1 We warrant that:

- 13.1.1 we will perform the Rochford Brady Legal Services with reasonable skill and care;
 - 13.1.2 we have the capacity and authority to provide the Rochford Brady Legal Services pursuant to the terms and conditions of this Agreement;
 - 13.1.3 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 material provided to us by a third party and provided to you by us);
 - 13.1.4 the Lawlink Data that we create (note this does not include any material provided to us by a third party and incorporated into the Lawlink Data by us) shall contain nothing that is defamatory, obscene, offensive or otherwise contrary to law or regulation; and
 - 13.1.5 save where expressly provided pursuant to this Agreement we shall use reasonable commercial endeavours to ensure that the Lawlink Data (or copies where applicable) is a true, accurate and complete copy of the relevant responses or data received by LawLink 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.
- 13.2 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, 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 Lawlink Website, any Rochford Brady Legal Services or Lawlink Data are fit for any particular purpose or are of satisfactory quality; or that the Lawlink Data are free from any claim that they infringe the intellectual property or other rights of any third party, including without limitation any right to privacy.
- 13.3 Nothing in this Agreement shall exclude or limit our liability for fraud, fraudulent misrepresentation or any liability not capable of being excluded by law.
- 13.4 Subject to Clauses 3.12, 3.13, 5.3, 5.4, 6, 7.1, 11.5, 11.7, 11.8, 13.6 and 17 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 incurs direct 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 inaccurate or erroneous information contained in Lawlink Data provided to you in response to an order for any Rochford Brady Legal Services

- 13.5 Your right to be indemnified pursuant to Clause 13.4 is conditional on your compliance with Clause 2.1 and:
- 13.5.1 you notifying us in writing, as soon as reasonably practicable, of any claim, suit, action or other proceeding to which Clause 13.4 may apply;
 - 13.5.2 you shall 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 13.4 may apply without our prior written consent; and
 - 13.5.3 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 13.4 may apply, and you shall give us all reasonable assistance in connection with those negotiations and such litigation at our request and expense.
- 13.6 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.
- 13.7 Notwithstanding any other provision of this Agreement save for Clause 13.4, 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 Lawlink 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 Lawlink Website, any Rochford Brady Legal Services or Lawlink 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.
- 13.8 We confirm that we have professional indemnity insurance cover in respect of our provision of Rochford Brady Legal Services. We confirm that we regard the professional indemnity insurance cover that we have as being appropriate to the business that we conduct.
- 13.9 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 Lawlink 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 Lawlink Data made available by any competent authority charged with responsibility for public records forming part of the Lawlink Data by law. We do not accept liability for any consequences, howsoever arising, due to any amendments made in the original documents or records, 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.

- 13.10 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 map 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.
- 13.11 We do not accept any liability for damage to your computer system or loss of data that results from your use of the Lawlink Website or the provision of the 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.

14 **WRITTEN COMMUNICATIONS AND EMAILS**

- 14.1 When using the Lawlink Website, 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, your or us or you anyone else at your request.

15 **NOTICES**

- 15.1 All notices given by you to us must be given to Rochford Brady Legal Services Limited at First Floor, Ormond Building, 31-36 Ormond Quay Upper, Dublin 7, Ireland **OR** [EMAIL ADDRESS]. We may give notice to you at either the email or postal address you provide to us when placing an order, 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 14 above. Notice will be deemed received and properly served immediately when posted on our Lawlink Website, 24 hours after an email 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 and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.2 All notices, documents, communications and any other data to be provided under this agreement must be in the English language unless otherwise agreed.
- 15.3 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.

16 **TRANSFER OF RIGHTS AND OBLIGATIONS**

- 16.1 This Agreement between you and us is binding on you and us and on our respective successors and assigns.
- 16.2 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.
- 16.3 We may transfer, assign, charge, sub-contract 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.

17 **EVENTS OUTSIDE OUR CONTROL**

- 17.1 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**).
- 17.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 17.2.1 strikes, lock-outs or other industrial action;
 - 17.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 17.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 17.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 17.2.5 impossibility of the use of public or private telecommunications networks, failure of payment systems or software, breakdown of machinery or equipment;
 - 17.2.6 any failure by a third party to supply us with information that we have requested, including Lawlink Data; and
 - 17.2.7 the acts, decrees, legislation, regulations or restrictions of any government.
- 17.3 Our performance under any 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.

18 **WAIVER**

- 18.1 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 the this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

18.3 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 15 above.

19 **SEVERABILITY**

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.

20 **CONFIDENTIALITY**

20.1 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:

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

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

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

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

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

20.2 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.

20.3 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.

20.4 This clause 20 shall survive termination of this agreement, however arising.

21 **ENTIRE AGREEMENT**

21.1 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 these terms and conditions, and any documents referred to in it, these terms and conditions shall prevail.

21.2 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.

22 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

22.1 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.

22.2 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).

23 SECURITY AND PRIVACY

23.1 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.

23.2 We have the right, but not the obligation, to monitor any activity and content associated with the Lawlink Website.

23.3 A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting the Lawlink Website 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.

24 DATA PROTECTION

24.1 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 the Data Protection Acts 1988 to 2003 (the "DPA"), the Consumer Credit Act 1995 and any subordinate or associated regulations, where applicable to them.

24.2 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 Lawlink Data as a result of Clause 24.1 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 Lawlink Data by our customers generally.

24.3 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.

25 NO PARTNERSHIP OR AGENCY

25.1 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).

26 COMPLAINTS

26.1 If you wish to complain about the Lawlink Service or any other matter related to this agreement, please contact us at support@lawlink.ie. We will then review your complaint will inform you of the outcome of our review within a reasonable time of receiving your complaint.

27 LAW AND JURISDICTION

27.1 This agreement for the purchase of Rochford Brady Legal Services through the Lawlink Website will be 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 Lawlink 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.

28 DEFINITIONS AND INTERPRETATION

“**Authorised User**” has the meaning given to it in Clause 3.1.

“**Judgment Data**” has the meaning given to it in Clause 8.1.

“**Lawlink 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.

“**Lawlink 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 Lawlink Website or otherwise.

“**Lawlink Website**” means the website www.lawlink.ie, all pages containing this domain name, all content appearing on the website, all software used to operate the website, all data accessed through the website and/or all databases to which the website gives access, or any other website which we notify you of during the term of this agreement.

“**Rochford Brady Legal Services**” means the services as described on the Lawlink Website from time to time.

28.1 In this Agreement

28.1.1 the headings are for convenience only and will not affect its construction or interpretation;

- 28.1.2 unless the context requires otherwise, words importing the singular will include the plural and vice versa;
- 28.1.3 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;
- 28.1.4 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
- 28.1.5 "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".