CASHMINDER By ifac

Website Terms & Conditions

LAST UPDATED: 7th October 2021

- We Irish Farm Accounts Co-Operative Society Limited trading as ifac is incorporated under the laws of the Republic of Ireland, Industrial and Provident Society registration number 3528R, whose registered office address is at Danville Business Park, Ring Road, Danville, Kilkenny. We own and operate this website www.cashminder.ie (the Site).
- Your use of the Site is subject to these Terms of Use. By using the Site, you will be deemed to have accepted and agreed to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site. You can determine when we last changed these Terms of Use by referring to the 'LAST UPDATED' statement above. Your use of the Site following changes to these Terms of Use will constitute your acceptance of those changes.
- 3 You are responsible for all access to the Site using your Internet connection, even if the access is by another person. If you are an individual you must be aged eighteen years or over to use the Service.
- We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms of Use).
- We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. In particular, the Site may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Site.
- We hereby grant you a non-exclusive, revocable, non-sub-licensable, non transferable licence to use the service. The intellectual property rights in the Site and all of the text, pictures, videos and other content made available on it are owned by us and our licensors and may not be used in any way whatsoever without our prior written consent.
- We provide the Site on an 'as is' basis and make no representations as to the quality, completeness or accuracy of any content made available on the Site. To the maximum extent permitted by law, we expressly exclude:
- 7.1 all conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
- 7.2 any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Site.
- 7.3 The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential



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damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

- 8 Your permission to use the Site is personal to you and non-transferable. Your use of the Site is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:
- 8.1 use the Site for any fraudulent or unlawful purpose;
- 8.2 interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- 8.4 reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- 8.5 modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;
- 8.7 frame or mirror any part of the Site without our express prior written consent;
- 8.8 use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.
- 8.9 We reserve the right to revoke these exceptions either generally or in specific instances.
- 9 The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk.
- We may periodically enchance the online software to improve the benefits to clients. The software may change at any time as it is improved.



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- It is the responsibility of the user to check that their data is being recorded correctly and reported correctly. We will bear no responsibility for wrond decisions being made based on incorrect data being recorded or presented in reports.
- If you stop paying an annual fee for access to the Cashminder.ie online software. You will be able to access all the data for a period of at least one year. New data cannot be entered if this situation occurs.
- We may block any links to or from the Site. We reserve the right to require you to immediately remove any link to the Site at any time and you shall immediately comply with any request by us to remove any such link.
- 14 You have the right to cancel the service that you purchased on the Website within 14 working days without giving any reason. The cancellation period will expire after 14 working days from the day that you purchased the service. To exercise the right to cancel, you must inform us of your decision to cancel the service by a clear statement by email or post on or before the expiration of the 14 working day period.
- 14.1 You can cancel the service by emailing Cashminder@ifac.ie
- 14.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the service.
- 14.3 We will make the reimbursement using the same means of payment as you used for the intial transaction, unless you have expressly agreed otherwise.
- 14.4 Services that have already begun, with your agreement, before the end of the 14 working day are excluded from a refund.
- Global Payments shall process payments on behalf of ifac. We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. Global Payments is certified as a Level 1 PCI Compliant payment services provider.
- These Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Site. If we terminate your access to the Site you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Site.
- 17 These Terms of Use shall be governed by and construed in accordance with Irish law. The courts of the Republic of Ireland, will have exclusive jurisdiction in relation to any claim or dispute arising under or in connection with these Terms of Use.