

LAST UPDATED: 28th March 2024

- 1 We, Irish Farm Accounts Co-operative Society Limited, trading as ifac, are incorporated under the laws of the Republic of Ireland, with Industrial and Provident Society registration number 3528R, whose registered office address is at IFAC, Danville Business Park, Ring Road, Kilkenny, R95 N156. We own and operate the website: www.cashminder.ie (the "Site").
- 2 Your use of the Site and the Cashminder Service provided on the Site (the "Service") are subject to the Terms of Use set out herein (the "Terms of Use"). These Terms of Use govern the use of the Site and the Service. By using the Site, you shall be deemed to have accepted and agreed to be bound by and shall comply with these Terms of Use. If you do not agree to be bound by and comply with these Terms of Use you may not access and/or use the Site and/or the Service. We may and reserve the right in our absolute discretion to update or make changes to these Terms of Use at any stage from time to time without prior notice. We may notify you of such changes by any reasonable means, including, but without limitation, by posting the revised version of these Terms of Use on the Site. These changes shall be effective as of the date on which we post the revised version of these Terms of Use on the Site or as of the date that we notify you of these changes by any other means. You can determine when we last updated or changed these Terms of Use by referring to the "LAST UPDATED" statement referred to above. You should regularly check the Site to view the then current Terms of Use. Your use of the Site following changes to these Terms of Use shall constitute your acceptance of these changes.
- 3 You are responsible for all access to the Site using your own 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 Site and the Service.
- 4 We reserve the right in our absolute discretion to restrict your access to the Site or part of the Site from time to time. Access to a restricted area or areas of the Site may be subject to registration and other conditions. If we grant you permission to access such a restricted area or areas, we may withdraw that permission at any time in our absolute discretion, (including, but without limitation, where you breach any of these Terms of Use).
- 5 We will use reasonable efforts to ensure that the Site is available at all times where it is within our power and control. However, we cannot guarantee that the Site or any individual function, aspect or feature of the Site will always be available and/or free of any error, omission, defect or other issue. In particular, but without prejudice to the generality of the foregoing, the Site may be unavailable during a period or periods when we are implementing upgrades or updates to or carrying out essential maintenance or other works on the Site. We will not be liable if for any reason the Site is unavailable at any time or for any period. We will also not be liable or responsible for any internet outages, equipment failure, faulty connections and/or other connectivity issues.
- 6 You agree that all personal data that you provide in connection with your use of the Site and/or the Service, including, but without limitation, for the purpose of registration, is governed by our Privacy Policy and you consent to all actions that we take in relation to such data in accordance with our Privacy Policy. Our Privacy Policy forms part of these Terms of Use and is hereby incorporated herein. Our Privacy Policy can be

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viewed by clicking on this link: [Privacy Policy | IFAC](#)

- 7 We reserve the right in our absolute discretion to disable any account, username, password or other identifier at any time for any or no reason, including, but without limitation, if you have breached any of these Terms of Use.
- 8 You shall ensure that your username and password required to access the Site and/or the Service are kept secure and confidential and immediately notify us of any unauthorised use of your password or any other breach of security. You are solely responsible for maintaining the security and confidentiality of your username, password and account and for all activities that occur thereunder.
- 9 We hereby grant you a non-exclusive, revocable, non-sub-licensable, non-transferable and non-proprietary licence to use the Site and the Service limited by and subject to these Terms of Use. The intellectual property rights and all other rights, title and interest in the Site and all of the text, pictures, images, illustrations, graphics, audio, videos and other content, materials and information made available on the Site and/or provided through the Site are owned by us and/or our licensors and may not be used in any way whatsoever by you or any other party.
- 10 The use of the Site and/or the Service does not constitute the provision of accounting, taxation, legal and/or financial advice and/or any other advice. It is your responsibility to comply with all applicable accounting and taxation legislation and any other relevant legislation.
- 11 We provide the Site and the Service on an "as is" and "as available" basis and make no representations and/or warranties, whether express or implied, as to the quality, merchantability, fitness for purpose, security, standard, completeness and/or accuracy of the Site and/or the Service, including, but without limitation, any content, materials and/or other information made available on the Site and/or any third party tools and services obtained through the Site, the use of which is solely at your own risk. To the maximum extent permitted by law, we expressly exclude:
 - 11.1 all conditions, warranties, representations and other terms that might otherwise be implied by law into these Terms of Use; and
 - 11.2 any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of or inability to use the Site and/or the Service, including, but without limitation, any websites linked to the Site and/or any content, materials and/or information on the Site and/or those websites.
 - 11.3 This exclusion or limitation of liability applies to all losses and/or damages of any kind, including (without limitation) compensatory, direct, indirect, special, punitive, incidental and/or consequential losses and/or damages, loss of data, income and/or profit, loss of or damage to business, goodwill and/or property and/or other financial or business loss and/or damage and/or 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 that you may have as a consumer under the relevant legislation if you are deemed to be a consumer under that legislation or

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other statutory rights which may not be excluded, nor in any way to exclude or limit liability to you for death or personal injury resulting from our gross negligence or that of our employees or agents.

- 12 Your permission to use the Site is personal to you and non-transferable. Your use of the Site is conditional on your compliance with these Terms of Use, including, but without limitation, the rules of conduct set forth in these Terms of Use, and you agree that you shall not:
 - 12.1 use the Site and/or the Service for any fraudulent or unlawful purpose;
 - 12.2 interfere with, restrict or disrupt the operation of the Site, the servers and/or networks used to make the Site available or violate or breach any requirements, procedures, policies and/or regulations of such networks;
 - 12.3 introduce, 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 the Site, including, but without limitation, any hardware, software, or equipment;
 - 12.4 use any robot, spider or other automatic device, process or means to access the Site and/or the Service for any purpose, including, but without limitation, monitoring or copying any of the content and/or other materials on the Site.
 - 12.5 undermine or compromise the security or integrity of the Site and/or the Service, including, but without limitation, its software systems and/or networks;
 - 12.6 use or misuse the Site and/or the Service in any way that may diminish, impair or affect the functionality of the Site and/or the Service and/or any other systems used to deliver the Service or diminish, impair or affect the ability of any other user to use the Site and/or the Service;
 - 12.7 attempt to gain unauthorised access to any information, content, data and/or other materials other than those that you have been given express permission to access;
 - 12.8 reproduce, duplicate, replicate, copy, modify, sell, resell, or otherwise exploit for any commercial or other purposes, any portion of the Site and/or the Service, the use of and/or access to the Site and/or the Service;
 - 12.9 modify, copy, adapt, reproduce, translate, reverse engineer, decompile or disassemble any portion of the Site, including, but without limitation, its software, codes or programs used to provide and/or operate the Service. (If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us by email at Cashminder@ifac.ie prior to taking any action in that regard and we may provide interface data subject to verification of your identity and other information and your compliance with any other requirements that we may impose from time to time);
 - 12.10 remove any copyright, trademark or other proprietary rights' notice from the Site and/or content and/or other materials originating from the Site;
 - 12.11 frame or mirror any part of the Site;

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- 12.12 publish, post, upload, record or otherwise transmit anything that infringes any intellectual property rights, other proprietary rights and/or rights of privacy and/or breaches any law or statute;
- 12.13 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.
- 12.14 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.
- 12.15 We reserve the right to revoke these exceptions either generally or in specific instances.
- 13 The Site may provide links to other websites and online resources. We are not responsible for and do not endorse or approve such websites or resources, including, but without limitation, their content, information and/or other materials. Your use of third party websites and resources is solely at your own risk and we shall have no liability or responsibility whatsoever in connection therewith. You are solely responsible for your relationship with such third parties and their websites and/or resources.
- 14 We may periodically enhance the online software of the Site in an effort to improve the benefits to clients without providing any representations and/or warranties in connection therewith. We reserve the right in our absolute discretion to change the software at any time.
- 15 It is the sole responsibility of the user of the Site and/or the Service to check and ensure that their data and any other information (the "data") is being inputted and recorded correctly and reported correctly and not corrupted in any way. We bear no responsibility or liability whatsoever for any failure to upload that data, the corruption of that data and/or any errors made in relation to that data, including, but without limitation, the inputting, recording and/or reporting of same, and/or calculations, decisions and/or conclusions being made based on the inputting, recording, reporting and/or presentation of incorrect or incomplete data in reports.
- 16 It is also the sole responsibility of the user of the Site and/or the Service to store and backup copies of all data inputted and/or uploaded on the Site and to adopt backup and other appropriate precautionary security measures in that regard. We do not guarantee, represent and/or warrant that there will be no loss of data and we expressly exclude all responsibility and liability for such loss of data howsoever caused.
- 17 An annual fee shall be payable for access to the Site and the Service, which shall be paid by you before you can access the Site and the Service. We reserve the right in our absolute discretion to review and adjust the amount of this fee at any time, which adjusted fee shall be effective from the date that the next annual fee is payable.
- 18 If you stop paying the annual fee for access to the Site and the Service you will be able to access all the data that you inputted on the Site for a period of at least one year from the date that the said payment ceases, but will not be able to continue to use the

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Service and therefore new data cannot be entered on the Site if this situation occurs.

- 19 We may block or remove any links to or from the Site in our absolute discretion from time to time. We reserve the right in our absolute discretion 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, failing which, we may terminate your access to the Site and the availability of the Service to you.
- 20 You have the right to cancel or terminate the Service within a period of 14 working days after the date of the purchase thereof (the "Cancellation Period") without giving any reason. This Cancellation Period will expire after 14 working days from the day that you purchased the Service. To exercise the right to cancel or terminate the Service, you must inform us of your decision to cancel or terminate the Service by a clear statement by email to Cashminder@ifac.ie or by post to Cashminder Support, Ifac House, Clonmel Road, Townparks, Cahir, County Tipperary, on or before the expiration of the said period of 14 working days.
 - 20.1 In the event of your cancellation or termination of the Service within the Cancellation Period, we will make reimbursement without undue delay, and not later than a period of 14 working days after the day on which we are informed of your decision to cancel or terminate the Service.
 - 20.2 We will make the said reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise.
 - 20.3 Once the Cancellation Period has expired, you will not have the right to cancel or terminate the Service for the remainder of the period of 12 months from the date of the purchase thereof. Any future right exercised to cancel or terminate the Service will not take effect until the next renewal date in accordance with and strictly subject to compliance with Clause 22 hereof.
- 21 Global Payments are our third party payment processors, who shall process payments on behalf of us. We will not store or collect your payment card details. That information is provided directly to our said 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.
- 22 **The licence granted to you to access and use the Site and the Service under these Terms of Use will be for a period of 12 months after the date of commencement of this licence, which shall be the date of payment by you of the annual fee for same. However, the said term of 12 months shall be automatically renewed for a further period of 12 months unless you give us written notice of termination of the said licence at least 14 working days prior to the expiration of the said period of 12 months by email to Cashminder@ifac.ie or by post to Cashminder Support, Ifac House, Clonmel Road, Townparks, Cahir, County Tipperary. In the event of the automatic renewal of this licence as aforesaid, the Terms of Use, as updated or amended from time to time, shall continue to apply and shall remain in full force and effect. This automatic renewal shall continue after the expiry of each such 12-month period unless terminated by you by notice in writing served on us at least 14 working days prior to the expiration of the said 12-month period. For the avoidance of any doubt, we reserve the right at any**

stage in our absolute discretion to update or amend these Terms of Use, including, but without limitation, the amount of the annual fee payable for use of the Site and the Service.

- 23 You hereby grant us a royalty free licence and permission to use, copy, transmit, store and backup the content, data, materials and any other information that you input, upload, transmit and/or record to or on the Site for the purposes of enabling access to and use of the Site and the Service and for any other purpose relating to the Site and the Service, including, but without limitation, the provision of the Service. You warrant and represent that you are the owner of such content, data, materials and any other information that you input, upload, transmit and/or record to or on the Site and/or otherwise transmit through the Service.
- 24 You hereby indemnify and shall hold harmless us and our affiliates, licensors and service providers and their and our respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses and/or fees arising out of and/or in relation to your breach of any of these Terms of Use and/or your use of the Site and/or the Service.
- 25 No waiver by us of any term or condition set out in these Terms of Use shall be deemed to be a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure by us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Our failure at any time to require performance and/or compliance with any provision of these Terms of Use or to exercise any right provided for under these Terms of Use shall not be deemed to be a waiver of such provision or such right nor any breach of such provision.
- 26 These Terms of Use are effective and shall remain in full force and effect until terminated. We may, at any time and for any reason in our absolute discretion, terminate your access to and/or use of the Site and/or the Service. If we terminate your access to and/or use of the Site and/or the Service you will not have the right to bring any action, claim or claims against us and/or our affiliates, licensors and service providers and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns in relation to such termination. We and our affiliates, licensors and service providers and their and our respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns shall not be liable for nor have any liability whatsoever for any termination of your access to and/or use of the Site and/or the Service.
- 27 If any term, provision, clause or sub-clause of these Terms of Use shall in whole or in part be held by a court to be unlawful, invalid, void or unenforceable under any enactment or rule of law or for any other reason, such term, provision, clause or sub-clause or part thereof shall to the extent required be severed or eliminated from and deemed not to form part of these Terms of Use or limited to the minimum extent such that the remaining provisions of these Terms of Use shall continue in full force and effect and the validity and enforceability of these remaining provisions shall not be thereby adversely affected.
- 28 Nothing contained in these Terms of Use shall be deemed to create any form of partnership, principal/agent relationship, employer/employee relationship or joint

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venture between us and you.

- 29 These Terms of Use, as updated or amended from time to time, together with our Privacy Policy, contain the entire understanding and agreement between you and us in respect of the Site and the Service and supersede and extinguish all previous communications, negotiations and agreements, whether oral, written or electronic between you and us in relation thereto.
- 30 Any notice required to be given by us to you under these Terms of Use will be sent to the email address provided by you when setting up access to the Site and the Service and shall be deemed to be given and delivered to you upon transmission.
- 31 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.