

WEBSITE TERMS AND CONDITIONS OF USE

These terms (and any documents referred to herein) set out the terms on which you may make use of the website domain name www.financeclaims.ie (the "Website").

Please read these terms carefully prior to use of the Website. By using the Website, you confirm your acceptance of these terms. If you do not agree to these terms, you should exit the Website immediately and refrain from using it.

1 INFORMATION ABOUT US

1.1 We are Financial Claims Specialists Limited TA Finance Claims. We are a company registered in the Republic of Ireland.

1.2 Our registered office is Unit 8, Airport East Business Park, Farmers Cross, Cork and our registered number is 482122.

1.3 You can contact us by post at Unit 8, Airport East Business Park, Farmers Cross, Cork or by telephone on **0818 301 302**

2 TERMS OF USE

2.1 Our Website is controlled and operated by Financial Claims Specialists Ltd TA Finance Claims from the Republic of Ireland. We make no representations that materials in the Website are appropriate or available for use in other jurisdictions. Those who choose to access the Website from other jurisdictions do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable.

2.2 In the event that you breach these terms, your permission to use the Website terminates immediately and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 You are permitted to print off one copy of the website text and may download extracts of the content on the Website for your own personal use, and may draw to the attention of others within your organisation to material posted on the Website, provided that:

2.3.1 Our status (and that of any identified contributors) as authors of material on the Website is always acknowledged;

2.3.2

No documents or related graphics on the Website are modified in any way, this includes the removal of any copyright or other proprietary notices contained in the Website;

2.3.3

No graphics on the Website are used separately from the corresponding text;

2.3.4

You do not use any part of the content on the Website for commercial purposes without our prior written consent;

2.3.5

Any information on the Website which is marked as being confidential is treated as such and is not disclosed to any third party; and

2.3.6

You agree that you will not use any part of the Website to:

(a) Commit or encourage any criminal offence;

(b) Send or receive any material which is offensive, or which may be abusive, indecent, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.

In the event we believe any material falls within any or all of these categories we shall be entitled to remove it without notice;

(c) Collect or store personal data about other users;

(d) Insert or knowingly or recklessly transmit or distribute a virus, worm, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of or impair the functionality of the Website;

(e) Upload, post, email or otherwise transmit or post links to any content that facilitates hacking;

(f) Hack into any aspect of the Website;

(g) Upload, post, email or otherwise transmit links to any content that infringes the rights of any third party;

(h) Circumvent, or attempt to seek to circumvent, any of the security safeguards of the Website;

(i) Cause annoyance to other people accessing the Website;

(j) Post any personal information regarding the employees of your company or other individuals;

(k) Send any unsolicited advertising or other promotional material, commonly referred to as "spam", "junk mail", "chain letter", "pyramid schemes" or any other form of solicitation by email or by any other electronic means;

(l) Send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities; or

(m) Permit any third party to do any of the above.

2.3.7 Any rights not expressly granted in these terms are reserved.

3. DISCLAIMER

3.1 Nothing in these terms of use shall limit or exclude our liability for death or personal injury arising as a result of our negligence, or for fraud or fraudulent misrepresentation.

3.2 The content made available on the Website is intended for general information purposes only and is provided on an "as is" basis. It is not intended to, and does not constitute a comprehensive review of the applicable law. It does not constitute advice or the making of any recommendation and the content on the Website should not be relied upon as the basis for any decision or action.

3.3

You must not use the information made available on the Website in place of legal advice, nor must you delay seeking legal advice or representation because of content on the Website. You should seek detailed specialist advice from a suitably qualified solicitor, based on your specific circumstances.

3.4

We exclude to the fullest extent permitted by law any and all liability for any direct, indirect or consequential loss or damage arising as a result of the access to and use of the Website or reliance on the content contained on it.

3.5

We aim to ensure the Website is updated regularly. However, we are under no obligation to update the material contained on the Website and cannot guarantee that content will always be completely up to date. For this reason, we make no warranties or representations and do not give any undertaking either express or implied about any of the content on the Website, including without limitation, the accuracy, completeness or fitness for purpose of such content or that your use of the Website will not infringe the rights of third parties or for any alleged or actual infringement of third party rights.

3.6

The use of information obtained from the Website is at your sole discretion and risk.

3.7

We take reasonable precautions to prevent viruses and malicious code on the Website, but you are responsible for ensuring that anything downloaded from the Website is suitable for use on your computer and is free from viruses and malicious code and we exclude to the fullest extent permitted by law any and all liability that may arise in connection with or as a result of any failure to do so.

3.8

We do not represent, warrant or undertake that the use of the Website will be uninterrupted or error free.

3.9

Any transmission, downloading or sending of any information from the Website does not create any contractual relationship.

3.10

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

3.11

Use of this website is not intended to create a professional or business relationship. The content of pages on this website does not constitute legal or other professional advice. No formal relationship between a solicitor and a client is created until instructions have been accepted by a written acknowledgement from a solicitor. For the avoidance of doubt, neither the submission nor confirmation of submission of an online application form constitutes such an acknowledgement.

4 THIRD PARTY WEBSITES

4.1

Links to third party websites on the Website are provided solely for your convenience and service. If you choose to use a hypertext link then you will leave the Website. Once you leave the Website, whether or not you realise that you are leaving, we are no longer in any way responsible for the material on the other site that you enter. We do not endorse or make any representations about these third party sites or any material found there. We exclude to the fullest extent permitted by law all liability that may arise in connection with or as a result of damage caused by

such external website material including without limitation any damage, costs, injury or financial loss.

4.2

You may link to the home page of the Website only after receiving written approval from our company and provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

4.3

You must not establish a link to the Website from any website that is not owned by you.

4.4

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page, unless otherwise expressly agreed. No links are permitted which suggest any form of association, approval or endorsement by Financial Claims Specialists Ltd TA Finance Claims without our prior written consent. We reserve the right to withdraw linking permission without notice.

4.5

* Hypertext links are a means by which visitors can skip from one website to another or from one page to another within the same site. ** Deep links are like hypertext links but take the visitors into the website bypassing the home page on the third party website.

5 INTELLECTUAL PROPERTY RIGHTS

The Website is owned by Financial Claims Specialists Ltd TA Finance Claims and any and all intellectual property rights in the Website including, but not limited to, copyright and database rights and any logos or trademarks (whether registered or unregistered) are, unless otherwise stated, owned by and remain the property of Financial Claims Specialists Limited TA Finance Claims (or its third party licensors as applicable) at all times.

6 GENERAL

6.1

These terms shall be governed by and construed in accordance with Irish law and shall be subject to the exclusive jurisdiction of the Irish courts.

6.2

We reserve the right to change any part of the Website or these terms at any time without notice.

6.3

We may vary these terms from time to time. If we make substantial changes, we will notify you by posting a prominent announcement on the Website.

7 USE OF YOUR INFORMATION

7.1

Financial Claims Specialists Ltd TA Finance Claims will comply with obligations under the Data Protection Acts 1988 and 2003 as amended from time to time.

You consent to Financial Claims Specialists Ltd TA Finance Claims passing on your personal details to all third parties concerned as Financial Claims Specialists Ltd TA Finance Claims deem necessary whilst providing the Services.

If you wish enquire as to what personal information Financial Claims Specialists Ltd TA Finance Claims hold about you, you may request same. If it transpires that the information held is inaccurate, Financial Claims Specialists Ltd TA Finance Claims will make the necessary amendments and confirm to you that these have been made.

To obtain a copy of the personal information held by Financial Claims Specialists Ltd TA Finance Claims, please write to Data Protection Officer at Finance Claims, Unit 8 Airport East Business Park, Farmers Cross, Cork. Please note that a small non-refundable fee will be payable.

Financial Claims Specialists Ltd TA Finance Claims may send you updates and information in relation to Financial Claims Specialists Ltd TA Finance Claims and our products and services, and other companies' products and services. You have the right to ask Financial Claims Specialists Ltd TA Finance Claims not to use your information for such purposes and you can exercise your right to prevent this by indicating this when Financial Claims Specialists Ltd TA Finance Claims collects the information. You can also exercise this right at any time by contacting Financial Claims Specialists Ltd TA Finance Claims in writing.

Financeclaims.ie may from time to time collect names and/or details of website visitors. This may include the mailing list, mis-selling test, blog comments sections and in various sections of the www.financeclaims.ie internet site. Financial Claims Specialists Ltd TA Finance Claims may send you updates and information in relation to the company and our products and services, and other companies' products and services. You have the right to ask Financial Claims Specialists Ltd TA Finance Claims not to use your information for such purposes and you can exercise your right to prevent this by indicating this when Financial Claims Specialists Ltd TA Finance Claims collects the information.