

Dated the 26th day of            May            2014

**ALEC TAYLOR LIMITED**  
**TRADING AS HIDDEN SUNSHINE**  
**(the “Company”)**

**TERMS AND CONDITIONS OF USE**



Clerkin Lynch  
Solicitors  
30 Molesworth Street  
Dublin 2

Alec Taylor Limited trading as Hidden Sunshine having its Registered Office at 138 Harbour View, Dun Laoghaire, County Dublin and with Registered Number 508510.

## 1. GENERAL

1.1 For the purposes of these Terms and Conditions, the following words and expressions shall have the following meanings:-

**“Company”** means Alec Taylor Limited trading as Hidden Sunshine;

**“Privacy Policy”** means the Company’s privacy policy contained on the Company’s website, as may be amended from time to time;

**“Terms and Conditions”** means these terms and conditions of use, as may be amended from time to time;

**“User”** means any person who uses the Website, including any person acting under a person’s username and password; and

**“Website”** means the online information service website known as [hiddensunshine.eu](http://hiddensunshine.eu), which may link to other related websites.

1.2 These Terms and Conditions apply to User’s access to and use of the Website. Please read these Terms and Conditions carefully. By continuing to access and use the Website, Users are deemed to have understood and agreed to all the terms and conditions contained therein.

1.3 If Users do not accept these Terms and Conditions, they should not access or use the Website.

## 2. DISCLAIMER

2.1 The Website provides an online information service allowing advertisers to display properties they are marketing for sale or rent. For the avoidance of doubt, the Company is not an estate agent and accepts no responsibility of any nature for descriptions of properties advertised on the Website or transactions that may take place as a result of properties being advertised on the Website.

2.2 All information or advice provided as part of the Website is intended to be general in

nature and Users should not rely on it in connection with the making of any final decision. Except where expressly stated otherwise by the Company, all information, products and services offered through the Website are offered by third parties who are not affiliated with the Company.

- 2.3 The information contained on the Website may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timelines of the material or about the results to be obtained from using the Website. In particular, the Company makes no warranties or representations as to the accuracy, reliability or quality of any property descriptions made available on the Website or as to the availability for purchase or rental of any property. The use of the Website is entirely at the Users' own risk.
- 2.4 The Company does not warrant or make any representations as to the security of the Website nor does it warrant that the functions or materials accessible from or contained in the Website will work uninterrupted or error free, that defects will be corrected or that the Website is free from viruses or other harmful elements. The Company hereby expressly disclaims all liability for any action a User may take as a result of relying on such content, information or advice or for any loss or damage suffered by a User, of whatever nature, as a result of a User taking this action.
- 2.5 Should any part of the Website offer Users the opportunity to join in or read from any social media, please be aware that any communications posted on the forum represent the views of the individual who posted such communication and are not to be taken as the Company's views. The Company accepts no responsibility or liability for anything posted by any User. All Users acknowledge that any reliance on material posted by other users will be at your own risk. Users may not use the social media to post, upload or otherwise transmit information or pictures that are defamatory, threatening, harassing, abusive, hateful, embarrassing or constitute a breach of privacy or are otherwise unlawful. The Company reserves the right to monitor any information transmitted or received through any social media, including forums. The Company, at its sole discretion and without prior notice, may, at any time review, remove or otherwise block any materials posted. However, Users acknowledge that the Company does not in

the ordinary course screen communications in advance and is not responsible for screening or monitoring material posted by Users.

- 2.6 All content, information and advice is provided on an “*as is*” basis. The Company and its agents and subcontractors, to the fullest extent permitted by law, disclaim all conditions and warranties, express or implied, including, but not limited to, any warranty or terms of non-infringement third-party rights, merchantability and fitness for purpose. The Company and its agents and subcontractors make no warranties concerning the completeness or timeliness of the material, accuracy, services, links, reliability text, software or graphics. The Company does not warrant that the Website will meet Users’ requirements, be uninterrupted, error free or free of viruses or other harmful components. The Company hereby expressly disclaims all liability for any action you may take as a result of relying on such content, information or advice or for any loss or damage suffered by the Users, of whatever nature, as a result of you taking this action.
- 2.7 The Company shall not be liable for any damages either direct, indirect, incidental, consequential, otherwise (including, but not limited to, financial losses, loss of data, loss of profits, loss of business, business interruption) arising out of the use or inability to use the Website or the content, information or advice provided on or via the Website, defects, viruses or other malfunctions caused to any equipment and other software in connection with access or use of the Website, the interception, modification or misuse of information transmitted to the Company or transmitted to Users. This clause is operative irrespective of whether or not the Company is advised of the possibility of such damages.

### **3. USE OF THE WEBSITE**

- 3.1 To access the Website, Users may be asked to complete an online registration form or authenticate via a Social Media account. In consideration for the Users’ use of the Website, the Users agree to provide true, current, complete and accurate information as requested. As part of the registration process, the Users may be asked to provide an email address or their user name and password to social media sites for authentication. The User alone is responsible for keeping that password and username confidential and

for any and all activity that occurs on the Website under its email, password or username.

3.2 The Users may:

3.2.1 access any part of the Website; and

3.2.2 print and download a single copy of the material on the Website solely for their personal and non-commercial use provided that the Users agree not to change or delete any copyright or proprietary notices from the materials. The Users must retain all copyright, trademark and other proprietary notices contained in the original material on any copy of make of the material.

3.3 The Users acknowledge that they agree to abide by all applicable laws and regulations, the other conditions of these Terms and Conditions and any other rules which may be published by the Company from time to time. In addition, without limiting Clause 3.2 above, Users agree not to:

3.3.1 copy (whether by printing off onto paper, sorting on disk, downloading or in any other way), distribute (including distributing copies), publish, broadcast, reproduce, alter or tamper with in any way, or otherwise use any material contained in the Website except as set out under Clause 3.2 above. These restrictions apply in relation to all or part of the materials on the Website;

3.3.2 remove any copyright, trademark or other intellectual property notices contained in the original material from any material copied or printed off from the Website;

3.3.3 create a link to the Website without the Company's express written consent;

3.3.4 post material which infringes the criminal law;

3.3.5 post material that is copyrighted, unless the User is the copyright owner or has the permission of the copyright owner to post it;

- 3.3.6 post material that reveals trade secrets, unless the User owns them or has the permission of the owner;
- 3.3.7 post material that infringes on any intellectual property rights of others or on the privacy or publicity rights of others;
- 3.3.8 impersonate another person or entity;
- 3.3.9 upload, post, email or otherwise transmit any material using the Website that is known by the User to be false, inaccurate or misleading;
- 3.3.10 use the Website so as to jeopardise or prejudice the operation, quality or integrity of the Website or materials, the operation, quality or integrity of any telecommunications network or any other use which might be deemed by the Company to be harmful to its business, reputation or the commercial exploitation of the Website;
- 3.3.11 use the Website for any commercial purpose including any surveys, contests or pyramid schemes, nor to use a service to participate in or cause others to participate in sending chain letters, junk email, spam, duplicative or unsolicited messages, advertising or promotional material;
- 3.3.12 use the Website to harvest or otherwise collect by any means any material or information (including without limitation, email addresses or details of properties) from the Website otherwise than as authorised in these Terms and Conditions or to monitor, mirror or copy any materials without the Company's prior written consent;
- 3.3.13 use the Website to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancel bots or any other harmful or deleterious program; or
- 3.3.14 use the Website contrary to the terms and conditions of any Internet Service Provider whose services the User may use.

#### **4. PASSWORD AND ACCOUNT SECURITY**

- 4.1 The User acknowledges and agrees that it is responsible for maintaining the confidentiality of any passwords associated with any account it uses to access or use the Website and that it will be solely responsible to the Company for all activities that occur under its account.
- 4.2 In the event that a User becomes aware of any unauthorised use of its password or account, it shall notify the Company immediately.

## **5. THIRD PARTY LINKS**

- 5.1 The Company may offer links to websites which are owned and operated by third parties, as well as advertisements for products and services that are offered by the Company or third parties. The Company provides these links and advertisements as a convenience to the Users. The Company does not review the content of such third party material and neither endorses nor is responsible for any content, advertising, products, services or other materials on or available from such third parties.
- 5.2 The User assumes full responsibility for its use of third party websites. Such websites are governed by terms and conditions different from those applicable to the Website and the Company encourages you to review the terms and conditions and privacy policies of those third parties before using their websites.

## **6. COPYRIGHT**

- 6.1 The Website contains materials, including text, photographs, videos and other images and sound, which are protected by copyright and/or other intellectual property rights pursuant to Irish and European Union laws and international conventions. All copyright and other intellectual property rights in these matters are either owned by the Company or have been licensed to it by the owner(s) of those rights so that they may be used as part of the Website.
- 6.2 The Users are prohibited from modifying, publishing, transmitting, selling, participating in the transfer or sale or reproducing, creating derivative works from, distributing, performing, displaying or in any way exploiting any of the materials on the Site or the software or materials relating thereto in whole or in part. In particular, the use of the

material on any other website or in a networked computer environment for any purpose is prohibited.

## **7. CHANGES TO TERMS AND CONDITIONS**

The Company may change these Terms and Conditions from time to time and such amended Terms and Conditions shall be effective upon publication on the Website. By accessing and using the Website the Users are accepting that they are bound by the current terms and conditions and disclaimer. Please check these Terms and Conditions regularly to ensure that you are aware of all terms governing your use of the Website.

## **8. CHANGES TO OPERATION OF THE WEBSITE**

8.1 The Company may change the format and content of the Website at any time.

8.2 The Company may suspend the operation of the Website for support or maintenance work in order to update the content or for any other reason.

8.3 The Company reserves the right to terminate access to the Website at any time without notice.

## **9. DATA PROTECTION**

9.1 Personal details provided to the Company or any other related company through the Website will only be used in accordance with the Company's Privacy Policy. Please read this policy carefully before using the Website. By providing your personal details to us, Users are consenting to their use in accordance with the Privacy Policy.

9.2 Generally, any communication which users post to the Website is considered to be non-confidential. By posting communications to the Website, the Users automatically grant the Company a royalty-free, perpetual, irrevocable, non-exclusive licence to use, reproduce, modify, publish, edit, translate, distribute, perform and display the communication alone or as part of other works in any form, media, or technology, whether now known or hereafter developed, and to sub-license such rights through multiple tiers of sub-licenses.



**10. QUERY/COMPLAINTS PROCEDURE**

If the Users have any queries, comments or complaints about the Website, they should contact **keithbohanna AT me.com**

**11. INDEMNITY**

The Users agree to indemnify and hold harmless the Company, its officers, directors, employees and agents from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including reasonable legal and accounting fees), resulting from (a) any material a User uploads, posts, emails or otherwise transmits through the Website; and (b) a User's use of the Website or any alleged violation by you of these Terms and Conditions.

**12. SEVERABILITY**

If any provision of these Terms and Conditions becomes invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions.

**13. JURISDICTION**

These Terms and Conditions are governed by and to be interpreted in accordance with the laws of Ireland and in the event of any dispute arising out of or in connection with these Terms and Conditions or any dispute arising in relation to the Website, whether in contract or tort or otherwise, the Irish Courts shall have exclusive jurisdiction over any and all such disputes.

**14. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between Users and the Company with respect to the use of the Website.