

## OUR TERMS AND CONDITIONS AUGUST 2021

Welcome to <https://www.taxrebate.ie> (the "Site"). We are Online Tax Rebate Services Ltd a company registered in Ireland. Our company registration number is 671424 and our registered office is at Bldg 1000, Units 1201 & 1202, City Gate, Mahon, Cork. These Terms and Conditions (**Terms**) together with the documents referred to in them, the related Privacy Statement [www.taxrebate.ie/privacy.html](http://www.taxrebate.ie/privacy.html) and Cookies Policy

[www.taxrebate.ie/cookiespolicy.html](http://www.taxrebate.ie/cookiespolicy.html) sets out the terms and conditions on which we supply our Services (as defined below) to you, where you have submitted a completed order to us in our required form and where we have agreed in writing to provide the Services to you. No other terms and conditions apply. By submitting an order to us in our required form to purchase our Services, through the Site, you confirm that you have read, understood and agreed to be bound by these Terms, the documents referred to in it, the Privacy Statement and the Cookies Policy. If you do not wish to be bound by these Terms Privacy Statement and Cookies Policy, you should not continue to access the Site or seek to order the Services we provide.

These Terms, the Privacy Statement and or the Cookies Policy may change or be updated from time to time. It remains your responsibility to access and check these Terms and Conditions, the Privacy Statement and the Cookies Policy wherever you access the Site. If we change these Terms, we will post the changes on the Site, and will indicate the date these Terms were revised. Your continued use of the Site after the date any such changes become effective constitutes your acceptance of the new Terms.

**AGREED TERMS** Your attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

### 1 ABOUT US

**Company details.** Online Tax Rebate Services a company registered in Ireland. Our company registration number is 671424 and our registered office is at Bldg 1000, Units 1201 amp; 1202, City Gate, Mahon, Cork. The Site is operated by Online Tax Rebate Services , [www.taxrebate.ie](http://www.taxrebate.ie) is a trading name for the services of [Online Tax Rebate](http://www.taxrebate.ie) Services Ltd. Our VAT number is xxxxxxx. We operate the website [www.taxrebate.ie](http://www.taxrebate.ie).

1.1 **Contacting us.** To contact us email our customer service team at

[support@taxrebate.ie](mailto:support@taxrebate.ie)

How to give us formal notice of any matter under the Contract is set out in clause 2. Cancellation rights are referred to and are set out in clauses, 3.4 and 4 as the case may be.

## 2 OUR CONTRACT WITH YOU

2.1 **Our contract.** These terms and conditions (**Terms**) are the Terms on which we will work with you to progress a tax rebate and will form the contract between us (**Contract**) once we confirm that we have accepted your request to process your tax rebate. This transfer may result in a repayment of tax your right to which you will sell to us in accordance with these terms and conditions.

Please read these terms carefully before you sign the Deed of Assignment assigning your interest in any tax rebate to us (**Assignment**). These terms tell you who we are, how we will undertake the rebate application, how you and we may change or end the contract, what to do if there is a problem and other important information. **Your particular attention is drawn to the provisions of clause 8 regarding our obligation to pay sums to you.** They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **How we will accept your request.** Our acceptance of your request will take place when we email you to confirm that we have accepted your application, at which point a contract will come into existence between you and us and your legal and equitable right and interest in any tax rebate arising will transfer to us.

As part of this process an Agent Link Form will be generated and uploaded to the Taxing Authority which will allow us to access your tax records.

You warrant that no claim for a tax rebate has been submitted to the Taxing Authority for you for the current or any previous tax year.

2.4 **Language.** These Terms and the Contract are made only in the English language.

2.5 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

## 3 PLACING A REQUEST AND ITS ACCEPTANCE

3.1 **Placing your order.** Please follow the onscreen prompts to place a request. You may only submit a request using the method set out on the Site. Each request is an offer by you to sell your right (if any) to a tax rebate following a transfer of your and/or your spouse's marriage tax allowance subject to these Terms.

- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate. Please see your obligations below in clause 6.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it.
- 3.4 **If we cannot accept your request.** If we are unable to accept your request for any reason, we will inform you of this in writing and we will not charge you anything.
- 3.5 **Your reference number.** If we accept your request we will assign a unique reference number to the request and tell you what it is when we forward it (Order Confirmation). This is when the contract between us is formed. It will help us if you can tell us the unique reference number whenever you contact us.
- 3.6 **Commencement.** We will begin to progress the request at the end of the period set out in clause 4.1. The estimated completion date is usually between 6 and 12 weeks, though as this is dependent on a number of factors we do not guarantee any dates.
- 3.7 If you do not provide us with information. If we are unable to progress the request due to you failing to promptly provide us with requested information (including any identification documents required under clause 6 we may end the contract. We will not be responsible for any delay in progressing the request, or for not completing the request, if these arise as a result of you failing to provide us with requested information within a reasonable time of us asking for it.
- 3.8 Non-provision of tax advice. Please note, for the avoidance of any doubt, that we do not provide any tax advice of any nature whatsoever and nothing on our website or any correspondence with you should be taken as tax advice.

#### **4 CANCELLING YOUR ORDER AND OBTAINING A REFUND**

- 4.1 Where you are a consumer, you may under the Consumer Rights Regulations cancel the Contract if you notify us as set out in clause 2 within 14 days of your receipt of the Order Confirmation (cooling off period). You cannot cancel the Contract once we have completed the processing of your request, even if the 14 day cooling off period is still running.
- 4.2 To cancel the Contract, you must email us at [support@taxrebate.ie](mailto:support@taxrebate.ie), please include details of your order to help us to identify it. Your cancellation is effective from the date you send us the email. For example, you will have given us notice in time as long as you email us before midnight on the last day of the cancellation period.

4.3 You may not cancel the Contract before the end of the cooling off period where you request us to begin our processing before the end of the cooling off period.

4.4 Please note that the giving of notice to the Taxing Authority by you, seeking to cancel the Services does not constitute a valid cancellation for the purposes of these Terms and accordingly we will not be bound by such whether notified by us or the Taxing Authority. You must cancel the Contract in accordance with these Terms and not otherwise.

## 5 WHAT WE DO

5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our Site are published for the sole purpose of giving an approximate idea of the what we do and how we operate. They will not form part of the Contract or have any contractual force.

### 5.2 Exclusions from Liability.

You acknowledge and agree that we shall not be liable to you and or in breach of any obligation of our company under these Terms

5.2.1 if you have provided information or an instruction to us which is false, inaccurate, incorrect, insufficient or misleading in any way; or

5.2.2 if you have already received a refund; or

5.2.3 if you have applied for a refund, either directly or through another person, natural or legal; or

5.2.4 you owe money to the Taxing Authority; or

5.2.5 the Taxing Authority has different information on its system than that provided by you to us; or

5.2.6 the Taxing Authority information leads to a decision that you are not due a refund. Where there is a possible case for appeal within the law, such appeal may be taken by us, where the information provided by you to us enables us to do so and where we have agreed the Additional Charges and Vat applicable and they have been paid as provided in these Terms.

5.3 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform our obligations by such dates will not give you the right to terminate the Contract.

## 6 YOUR OBLIGATIONS AND YOUR ACKNOWLEDGMENTS

6.1 It is your responsibility to ensure that:

- 6.1.1 the terms of your order and all of the Documentation is clear accurate and complete;
  - 6.1.2 you co-operate with us in all matters relating to the Contract;
  - 6.1.3 you provide us promptly with all of the Documentation requested by us including the Required Information.
- 6.2 You agree to indemnify us for any loss, cost, expense or liability that we suffer or incur as a result of acting or relying on your Documentation, and your instructions. This clause shall survive the expiry or termination of the Contract howsoever caused.
- 6.3 You acknowledge and agree that
- 6.3.1 we may rely and act upon all Documentation and instructions given by you.
  - 6.3.2 we can refuse to act upon any request and take any action we deem appropriate in the circumstances, including cancelling or blocking any Contract, if we have reasonable grounds to believe that; (i) the request was not given or authorised by you; (ii) the request was not clear or you provided an incorrect unique identifier; (iii) acting on your request may breach what we consider to be our obligations under any applicable law, regulation or guidelines of a regulatory authority; (iv) acting on the request might cause us to breach a contractual duty; (v) your request is being used for an unlawful or unauthorised purpose, including, but not limited to, a violation of sanctions legislation, anti-money laundering or counter terrorism financing legislation; or (vi) there has been, or we have reason to believe there is about to be, an unauthorised disclosure of your security details or other security breach or a breach of these Terms generally;
  - 6.3.3 in acting upon your request, and where we have provided you with an Account ID we will rely exclusively on it, in acting on your request. Additionally, where we have not provided you with an Account ID, you must provide your PPS number as part of the registration process and ensure it is correct as we will rely exclusively on it when complying with you request.
  - 6.3.4 we may record discussions between us over the telephone in order to ensure we have a full record of all discussions between us. You agree and consent to our recording such telephone discussions.
  - 6.3.5 our recordings, records and statements as to dates, amounts or rates shall, in absence of manifest error, be conclusive evidence of the facts reflected in those records or statements;

6.3.6 even though the Documentation and other communications purporting to be from you or communicated or sent to us on your behalf sent via the Site or through the Site by fax or by email will be in electronic form, you agree that each shall have the same legal effect, validity and enforceability as if the Documentation or communication had been in paper form or in writing signed by you where relevant. Accordingly, you agree not to challenge the legal effect, validity or enforceability of any Documentation or communication or whether any such Documentation or communication was authorised by you.

6.4 If our ability to comply with your request or process the Assignment or Transfer is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.3 (Your Default):

6.4.1 we will be entitled to suspend processing of the Assignment or Transfer until you remedy Your Default, and to rely on Your Default to relieve us from the performance of our obligations, in each case to the extent Your Default prevents or delays their performance. In certain circumstances Your Default may entitle us to terminate the contract under clause 15 (Termination);

6.4.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

6.4.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **7 IRISH TAX LAW AND CHANGES TO REQUIRED INFORMATION**

7.1 Unfortunately we are unable to process your request where it relates to laws other than Ireland.

7.2 You may place a request from an address outside Ireland, but this must relate to tax paid to, and rebates due from, Irish tax authorities.

7.3 **You the Customer must advise us in writing of any change of your circumstances or in the Required Information. Where the Customer comprises two natural persons, such obligation applies to each of you.**

## **8 PRICE AND PAYMENT**

8.1 In consideration of you assigning to us the legal and equitable interest to any tax rebate arising as a result of the transfer that you request us to make for you, we shall pay to you an amount equal to 70% of any such tax rebate (the "Price").

8.2 Once any tax rebate has been received by us from the Taxing Authority we will send the Price by bank transfer to you within 14 days of our receipt from the Taxing Authority subject

to you having provided us with your identification documents referred to in clause 16 and/or the correct details for the bank transfer. Any failure to provide such documents or details may cause a delay to our payment of the Price, and should you fail to provide such documents or details within 6 months of our receipt of any tax rebate from the Taxing Authority then we shall cease to owe the Price to you.

8.3 If for any reason the tax rebate is paid to you directly then, without prejudice to any other rights we may have, you shall account to us for the full amount of the tax rebate less the Price within 14 days of receipt.

8.4 If any bank transfer that we attempt to make under clause 8.2 is blocked or is unsuccessful after 3 attempts we shall make no further attempts to complete the bank transfer, and shall have no further liability to you in respect of the payment to you of the Price which shall cease to be owed to you.

8.5 If a tax refund is sent directly to you, by the Taxing Authority as a result of our actions following the Assignment, you will be liable to pay such refund less the Price to us within 30 days of receipt.

8.6 Where the Customer comprises two natural persons arising from the fact that they are jointly assessed for tax by the Taxing Authority, then the Customer comprises each of them and each of them shall be jointly and severally liable for the obligations of the Customer under these Terms. Additionally, where the Customer is a natural person, the Customer includes his or personal representative or successor at law. Where the Customer comprises two natural persons who are jointly assessed by the Taxing Authority, each of you agree, that we may exercise our rights under these Terms in respect of each of you and you agree that we may pay any refund to you jointly.

8.7 If you fail to make a payment under these Terms by the due date, then, without limiting our remedies under clause 15 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4 will accrue each day at 4% a year above the Allied Irish Banks plc base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.8 You must pay all amounts due under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9 COMPLAINTS**

9.1 If the Customer has a complaint in relation to us or anything on this Site, the user can write to us by email to [support@taxrebate.ie](mailto:support@taxrebate.ie) as soon as possible but within seven days of the date of the issue which gives rise to the complaint. In doing so, we would ask the user to

provide us in writing with sufficient background information for us to verify the complaint and evaluate the complaint.

- 9.2 We will endeavour to respond to any complaint as quickly as possible. Our ability to respond will be dependent on the nature and complexity of the user's complaint, the extent to which We can contact the user to get information on the complaint and the extent to which User needs to obtain information from a third party relevant to the complaint to frame a response. Subject to these Terms we will make our best effort to find a satisfactory solution to the user's complaint. However, this shall not apply where the complaint is vexatious or where it is clearly unsubstantiated or malicious.

## **10 INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All intellectual property rights in or arising out of or in connection with the Contract will be owned by us.
- 10.2 You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Documentation provided by you to us for the purpose of complying with our obligations, or enjoying our rights under the Contract.

## **11 HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will collect and process any personal information a Customer provides to us as set out in Privacy Statement of [www.tax-rebates.ie](http://www.tax-rebates.ie)

## **12 LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

- 12.1 Nothing in these Terms including any Contract limits or excludes our liability for:
- 12.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
  - 12.1.2 any other liability which cannot be limited or excluded by applicable law.
- 12.2 Subject to clause 1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection these Terms or any Contract for any indirect or consequential loss, or for loss of profits, or loss of sales or business.
- 12.3 Subject to clauses 1 and 12.2, our total liability to you arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Price.



- 12.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, including without limitation the terms implied by section 39 of the Sale of Goods and Supply of Services Act 1980, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 Nothing in these Terms limits or affects the exclusions and limitations set out in any Site conditions of use.
- 12.6 This clause 12 will survive termination howsoever caused or expiry of any Contract and or these Terms.

### **13 CONFIDENTIALITY AND DISCLOSURE**

- 13.1 You agree that we may:
- 13.1.1 disclose your confidential information to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract; and
  - 13.1.2 disclose your confidential information to the Taxing Authority. If you the Customer comprises two natural persons, this right of disclosure shall apply to confidential information in relation to each of you; and
  - 13.1.3 communicate your confidential information to third parties without your consent where (c1) we are required to do so by any governmental, banking, taxation, supervisory or other similar body or by the rules of any stock exchange; or (c2) information is requested to be disclosed in connection with and for the purposes of any administrative or other investigations or
- 13.2 Disclose your confidential information to
- 13.2.1 any of our affiliates and to our or to our affiliates officers, directors or employees;
  - 13.2.2 any of our professional advisors, auditors or insurers or any of our affiliates professional advisors, auditors or insurers;
  - 13.2.3 any person with whom we are merging or consolidating or proposing to merge or consolidate

- 13.2.4 a prospective assignee, transferee, or any other person who may propose entering into contractual relations with us.
- 13.3 Subject to clauses 13.1 and 13.2 we will keep your personal data confidential as required by the General Data Protection Regulation.
- 13.4 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## **14 TERMINATION**

- 14.1 Without limiting any of our other rights, we may suspend performance of, or terminate, the Contract with immediate effect by giving written notice to you if:
- 14.1.1 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within Thirty (30) days of you being notified in writing to do so; or
  - 14.1.2 you fail to pay any amount due under the Contract on the due date for payment; or
  - 14.1.3 you take any step or action in connection with you entering any composition or arrangement with your creditors, being made bankrupt, having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
  - 14.1.4 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 14.2 Termination of a Contract will not affect your or our rights and remedies that have accrued as at termination.
- 14.3 Any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.
- 14.4 Events outside our control We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 14.5 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- 14.5.1 we will contact you as soon as reasonably possible to notify you; and
- 14.5.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

## **15 COMMUNICATIONS BETWEEN US**

- 15.1 When we refer to "in writing" in these Terms, this includes email.
- 15.2 Save as provided elsewhere in these Terms, in particular under clause 4, any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by registered post or other next working day delivery service, or email.
- 15.3 A notice or other communication is deemed to have been received:
  - 15.3.1 if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address
  - 15.3.2 if sent by registered post or other next working day delivery service, at 10.00 am on the second working day after posting; or
  - 15.3.3 if sent by email, at 10.00 am the next working day after transmission.
  - 15.3.4 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. Customers should check their mail/e-mail regularly for correspondence from support@taxrebate.ie or the Revenue Commissioners of Ireland.
- 15.4 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **16 GENERAL**

- 16.1 Assignment and transfer.
  - 16.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
  - 16.1.2 You may not assign or transfer your rights or your obligations under the Contract to another person.

## 16.2 Variation.

Any variation of these Terms or of any Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

## 16.3 Waiver.

If we do not insist that you perform any of your obligations under these Terms including any Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

## 16.4 Severance.

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

## 16.5 Third party rights.

These Terms and each Contract is between you (as defined below) and us. No other person has any rights to enforce any of its terms.

## 16.6 Governing law and jurisdiction.

These Terms and any Contract are governed by the laws of Ireland and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the Irish courts.

## 17 **REGISTRATION PROCEDURE**

When you access the Site and register to make a request you warrant and / or undertake as the case may be to us each time you use the Site:

- 17.1 (a) in the case of an individual, you are over 18 years of age, resident in the Republic of Ireland and you are accessing the Site from an Irish IP address, and that you are not a nominee for anyone else; (b) you are not bankrupt or insolvent or the subject of any court judgement, nor are you on any sanctions or financial sanctions list (c) that you will not allow any other person to use the Site or make a request under your name, nor will you in using the Services or making a request, pretend you are some else (d) you are only using the Site and making a request for your and/or your spouse's own benefit and not for the purposes of providing services to others;

- 17.2 when prompted by the Site, provide answers to security questions as specified by us from time to time;
- 17.3 to provide such information as we may require from time to time including without limitation, the correct name, registered office and place of business and registration number in the case of a company or home address (in the case of an individual), and correct email address;
- 17.4 to provide from time to time such evidence of identity, address or other information including without limitation source(s) of funds, as required by Money Laundering legislation;
- 17.5 to provide such information in relation to your account as we may require from time to time including without limitation account number, and IBAN.
- 17.6 You undertake to us:
- 17.6.1 not to use or attempt to use another person's account details without authorisation from us or to impersonate any person or entity. You are responsible for all information and activity on the Site by anyone using your username and Password whether or not authorised by you;
  - 17.6.2 to notify us immediately to support@taxrebate.ie any breach of security in respect of the Site or your systems or, of any loss, theft or unauthorised use of a username, Password or security information;
  - 17.6.3 when using the Site, that your use is secure and that your access to the Site is not left unattended unless you have fully exited the Site and that any Password or security information is not retrievable from the Site by others;
  - 17.6.4 to comply fully with all User instructions related to accessing and using the Services and the Site
  - 17.6.5 to use the Site, and make a request only for lawful purposes and for your own benefit;
  - 17.6.6 not to use meta tags or any other hidden text using our name. You also undertake not to link or attempt to link the Site with other Sites or services or use meta tags or other devices containing any reference to us in order to direct a person to any other Site or services;
  - 17.6.7 not to (i) use the Site in any way that causes, or is likely to cause, the Site or access to it to be interrupted, damaged or impaired in any way; or act in a way that could damage, disable, overburden, impair or compromise our systems, servers or security of interfere with other users; or (ii) use automated scripts to

collect information from or otherwise interact with the website. or (iii) collect or harvest any information or data from the website or our systems or attempt to decipher any transmissions to or from the servers running the Site or (iv) act. In any way act in a manner which breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or

- 17.6.8 to ensure no Viruses or Spyware are introduced into the Site;
- 17.6.9 not to introduce onto the Site any item, information or material which is confidential to others or which infringes the Intellectual Property Rights of any other person;
- 17.6.10 to be responsible for the accuracy and completeness of all items, material or information that you input into the Site;
- 17.6.11 not to use the Site, or make a request or Assignment in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 17.6.12 not to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 17.6.13 not to adapt or circumvent the Site, the controls on it whether access related or otherwise nor attempt to access the Site other than by using the user id, Password and answers to security questions and by following the instructions provided by the Site;
- 17.6.14 not to select or use as a user id or domain name, the name of another person, or a name that another person has intellectual property rights in unless under licence from that other person or use as a domain name or user id, any name which is defamatory, offensive, vulgar obscene or in breach of any applicable law or code of practice;
- 17.6.15 to accept these Terms, the Privacy Statement, and the Cookies Policy as and when required by the Site and your use of it.

## **18 DEFINITIONS IN THESE TERMS AND CONDITIONS, REFERENCES TO:**

- 18.1 **Account or account:** means any account(s) held by you with any Irish authorised credit institution and for which you have agreed with us that refunds may be repaid to you;
- 18.2 **Additional Services:** means those additional services as specified by us from time to time

- 18.3 **Affiliate:** means any subsidiary company or holding company of us. Subsidiary and holding company shall have the meaning ascribed thereto in sections 7 and 8 of the Companies Act 2014;
- 18.4 **Authority:** means an authorisation granted by you to us in writing, whether by way of power of attorney or otherwise in our required form, in order for us to provide the Services or any of them to you;
- 18.5 **Claim:** means a refund or repayment of monies overpaid to a Taxing Authority or the making of an application for a relief, to which you are or might be entitled by law;
- 18.6 **"consumer"** means a natural person who is acting for purposes which are outside the person's trade, business, craft or profession;
- 18.7 **confidential information:** means in relation to a party, any information marked or designated as confidential or which by its nature should reasonably be regarded as confidential.
- 18.8 **Consumer Rights Regulations:** means the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013;
- 18.9 **Documentation:** means any item, material or information whether in paper or electronic form, required to be used and or completed and or submitted by us on your behalf in order to process the marriage allowance transfer. The Documentation includes the Required Information;
- 18.10 **Money Laundering legislation:** means the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended by the Criminal Justice Act 2013 (Amendment of Criminal Justice Money Laundering and Terrorist Financing Act 2010);
- 18.11 **Required Information:** means any information required by us in order to provide the Services, including a signed authority, any evidence required by the Money Laundering legislation and the Documentation;
- 18.12 **"Taxing Authority":** means the Revenue Commissioners or any other body by law, to whom we are obliged to submit the Documentation;
- 18.13 the **"Customer" "you" and "your":** means the natural or legal person to whom we provide the Services pursuant to these Terms. Where the Customer comprises two natural persons arising from the fact that they are jointly assessed for tax by the Taxing Authority, then the Customer comprises each of them and each of them shall be jointly and severally liable for the obligations of the Customer under these Terms. Additionally, where the Customer is a natural person, the Customer includes his or personal representative or successor at law.

18.14 **"Writing"**: includes emails. When we use the words "writing" or "written" in these terms, this includes emails.