

First Accounts SAAS Ltd Website Terms and Conditions

Last updated: 25 June 2020

1. Introduction

- 1.1. These terms and conditions shall govern your use of our website (www.firstaccounts.ie) and our Services.
- 1.2. By using our website or Services, you accept these terms and conditions in full. If you are using our website or Services on behalf of a company, you must have the authority to bind that company to these terms and conditions. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website or Services.
- 1.3. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy statement and cookies policy.
- 1.4. First Accounts SAAS Limited makes available via the internet its platform for digital transaction management, including but not limited to, audit confirmations, identity management and compliance and other relevant software services for accountancy firms, law firms, banks and others (our "Services").
- 1.5. If you hold a registered account with us, your use of our Services will be subject to our Terms of Service, which are provided to you upon sign-up.

2. Copyright notice

- 2.1. Copyright © 2019-2020 First Accounts SAAS Limited.
- 2.2. Subject to the express provisions of these terms and conditions:
- 2.3. we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and Services and the material on our website and Services; and
- 2.4. all the copyright and other intellectual property rights in our website and Services and the material on our website and Services are reserved.

3. Proprietary rights

- 3.1. You acknowledge and agree that we or our licensors own all intellectual property rights in the Services. Except as expressly stated herein, these terms and conditions do not grant any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 3.2. You acknowledge our licensors' ownership of relevant trademarks or other rights and will take no action which would infringe such trademarks.
- 3.3. Unsolicited ideas or product feedback will automatically become our property, without any compensation to you and we may use or distribute such submissions and their contents for any purpose and in any way without any obligations of confidentiality or otherwise.

4. Confidentiality

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- 4.1. You may be given access to our confidential information or confidential information from our registered account holders in relation to your use of our website or Services.
- 4.2. You shall hold confidential information in confidence and, unless required by law, not make confidential information available to any third party, or use confidential information for any purpose other than as provided for in using our website or Services.
- 4.3. You shall take all reasonable steps to ensure that confidential information to which you have access is not disclosed or distributed by any other person in violation of these terms and conditions.
- 4.4. You acknowledge that details of the Services constitute our confidential information.

5. Licence to use our website or Services

- 5.1. We hereby grant you a non-exclusive, non-transferable right to access and use the website and the Services, to the extent permitted to those that do not hold a registered account, for your internal business operations and subject to your compliance with these terms and conditions.
- 5.2. You may:
 - 5.2.1. view pages from our website or Services in a web browser;
 - 5.2.2. download pages from our website or Services for caching in a web browser;
 - 5.2.3. print pages from our website or Services;
 - 5.2.4. stream audio and video files from our website or Services;
 - 5.2.5. send messages through our Services; and
 - 5.2.6. upload content to our Services.
- 5.3. Subject to the other provisions of these terms and conditions.
 - 5.3.1. Except as expressly permitted by Section 5.1 or the other provisions of these terms and conditions, you must not download any material from our website or Services or save any such material to your computer.
 - 5.3.2. You may only use our website or Services for your own internal business purposes, and you must not use our website or Services for any other purposes.
 - 5.3.3. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website or Services.
 - 5.3.4. Unless you own or control the relevant rights in the material, you must not:
 - 5.3.5. republish material from our website (including republication on another website) or Services;
 - 5.3.6. sell, rent or sub-license material from our website or Services;
 - 5.3.7. show any material from our website or Services in public;
 - 5.3.8. exploit material from our website or Services for a commercial purpose; or
 - 5.3.9. redistribute material from our website or Services.
 - 5.3.10. We reserve the right to restrict access to areas of our website or Services, or indeed our whole website or Services, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website or Services.

6. Acceptable use

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- 6.1. You must not:
 - 6.1.1. use our website or Services in any way or take any action that causes, or may cause, damage to the website or Services or impairment of the performance, availability or accessibility of the website or Services;
 - 6.1.2. use our website or Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or
 - 6.1.3. use our website or Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- 6.2. You must ensure that all the information you supply to us through our website or Services, or in relation to our website or Services, is true, accurate, current, complete and non-misleading. You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of this information.
- 6.3. You shall not:
 - 6.3.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 6.3.2. and except to the extent expressly permitted under these terms and conditions, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the website or Services in any form or media or by any means; or
 - 6.3.3. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- 6.4. access all or any part of our website or Services to build a product or service which competes with the Services; or
 - 6.4.1. use the Services to provide services to third parties; or
 - 6.4.2. subject to Section 5.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, sub-license, loan, translate, merge, adapt, vary, modify or otherwise commercially exploit, or otherwise make the Services available to any third party, or
 - 6.4.3. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under these terms and conditions.
 - 6.4.4. make, nor to permit any party to make, any use of the Services other than to avail of the Services;
 - 6.4.5. make alterations to, or permit the Services or any part of it to be combined with, or become incorporated in, any other programs;
 - 6.4.6. provide or otherwise make available the Services in whole or in part (including object and source code), in any form to any person without our prior written consent; and
 - 6.4.7. infringe our or our licensors' intellectual property rights or those of any third party in relation to your use of the Services.
- 6.5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify us.

7. Your content: licence

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- 7.1. In these terms and conditions, “your content” means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website or Services for storage or publication on, processing by, or transmission via, our website or Services.
 - 7.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store, access, view, modify, distribute, copy, display and publish your content on and in relation to our website and the Services.
 - 7.3. You grant to us the right to sub-license the rights licensed under Section 6.8.
 - 7.4. You grant to us the right to bring an action for infringement of the rights licensed under Section 6.8.
 - 7.5. We may use your content for internal business purposes such as testing, optimisation, support, trend analysis and diagnostics. We may also use aggregated statistics derived from your content for our external business purposes such as in the preparation of whitepapers for publication. We will never disclose or publish aggregated statistics derived from information relating to any user without your prior consent. You shall permit us to monitor our website and Services to determine the number of users at any one time and identify unusual or unpermitted behaviour on our website or Services.
 - 7.6. You hereby grant to us a perpetual, irrevocable, royalty-free, fully paid, fully transferrable, worldwide license to permit us to maintain, use, reproduce, modify, create derivative works of, distribute, display and publish anonymised data for our business purposes, for trend identification, report generation, diagnostics and support.
 - 7.7. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all your content.
- 8. Your content: rules**
- 8.1. Where you upload content through our Services, the data may only be deleted or amended with the relevant recipient’s consent.
 - 8.2. You must maintain copies of all content inputted to, generated by or collected through the Services. We are not responsible for storing this information on your behalf.
 - 8.3. You warrant and represent that your content will comply with these terms and conditions and all applicable laws relevant to your use of the website or Services.
 - 8.4. Your content, and the use of your content by us in accordance with these terms and conditions, must not:
 - 8.4.1. be libelous or maliciously false;
 - 8.4.2. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - 8.4.3. infringe any right of confidence, right of privacy or right under data protection legislation;
 - 8.4.4. constitute negligent advice or contain any negligent statement;
 - 8.4.5. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - 8.4.6. be in contempt of any court, or in breach of any court order;

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- 8.4.7. be in breach of any contractual obligation owed to any person;
 - 8.4.8. be untrue, false, inaccurate or misleading;
 - 8.4.9. constitute spam; or
 - 8.4.10. be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.
 - 8.4.11. be unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 8.4.12. facilitate illegal activity;
 - 8.4.13. be discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 8.4.14. be otherwise illegal or causes damage or injury to any person or property;
- and we reserve the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.

9. Personal Data

- 9.1. All relevant parties must be informed of and give their consent to the processing of data contemplated under these terms and conditions, the Privacy Statement and Cookie Policy, where relevant.
- 9.2. Through your use of the Services you may process information about third parties. With respect to the personal data of third parties you shall be the 'data controller' and we shall be a 'data processor' as such terms are defined under European Union (EU) data protection legislation including the General Data Protection Regulation (GDPR), where applicable. You decide the content to collect and transmit and how to use the content processed via the Services. When you transfer content to our Services for a designated recipient, the designated recipient becomes the data controller for that data. If you wish to amend, modify or delete data that has been uploaded to our website or Services, you must contact the designated recipient. We process personal data on behalf of designated recipients in accordance with their instructions and their Terms of Service as registered account holders.
- 9.3. Where we process any personal data on your behalf during your use of our website or Services, you warrant that you may lawfully transfer the relevant personal data to us and warrant that we may lawfully transfer relevant personal data to our subcontractors, third party providers and the designated recipients so that we may lawfully use, process and transfer the personal data on your behalf.
- 9.4. You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer contemplated under these terms and conditions and as required by all applicable data protection legislation, including the GDPR, where applicable and you must provide appropriate and sufficiently prominent notice to, and obtain the appropriate consent from relevant third parties regarding the collection, use and disclosure of such third parties' personal data, including, at a minimum, through your privacy policies.

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- 9.5. In the event you instruct us to transfer, on your behalf, personal data to designated recipients, you acknowledge that we do not audit the adequacy or otherwise of the security or organizational measures employed by such designated recipients and this is your sole responsibility. We disclaim all responsibility for the actions of such designated recipients or for loss, damages or claims arising as a result of making a transfer of personal data on your behalf. We make no representations or warranties as to the suitability of such designated recipients for receipt of personal data.
- 9.6. The website and Services are available globally. If you access the Services from within the EU/European Economic Area (EEA), your data will be processed within the EU/EEA. If you access the Services from outside the EU/EEA, your data will be transferred to the EU/EEA.
- 9.7. You acknowledge and agree that we will act on the “opt out” instructions provided by a third party directly to us, whereby, on receipt of such “opt out” instructions, we will no longer process that third party’s personal data or be able to provide you with personal data related to that third party.
- 9.8. We reserve the right to transfer information (including personal data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of our business provided that the third party agrees to adhere to our terms relating to personal data and provided that the third party only uses personal data for the purposes that it has been provided it to us. You will be notified in the event of any such transfer and will be afforded an opportunity to opt-out.
- 9.9. The Services are provided on a software-as-a-service, hosted basis. We use Supplier subcontractors (“Sub-processors”) to provide services such as hosting. These Sub-processors are only permitted to process this data for the purposes of providing their specifically contracted services to us. We will use commercially reasonable efforts to ensure that such Sub-processors providers utilize reasonable industry recognized security measures to protect against loss, misuse and unauthorized viewing of the information you provide to us, however, we do not guarantee and shall not be liable for the performance of any Sub-processor.

10. Third party provider

- 10.1. You acknowledge that our website or Services may enable or assist you to access the website content of, correspond with, and obtain services from, third parties via third-party websites and services and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party, third-party website or services, any data input by such third parties or any transactions completed, and any contract entered into by us, with any such third party. Any contract entered into and any transaction completed with any third party is between you and the relevant third party, and not us.

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11. Limited warranties

- 11.1. We do not warrant or represent:
- 11.1.1. the completeness or accuracy of the information published on our website or Services;
 - 11.1.2. that the material on the website is up to date; or
 - 11.1.3. that the website or the Services will remain available.
- 11.2. We reserve the right to discontinue or alter any or all our website or Services, and to stop publishing our website or Services, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of our website or Services, or if we stop publishing our website or Services.
- 11.3. To the maximum extent permitted by applicable law and subject to Section 10.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website or Services, the use of our website or Services.

12. Indemnity

You shall defend, indemnify and hold us harmless including our successors, parents, subsidiaries, affiliates, officers, directors, employees and legal representatives (collectively the "Indemnified Parties") against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with (a) your breach of these terms and conditions; (b) your unauthorized use of our website or Services or (c) any claim that our website or Services or the use thereof infringes upon, misappropriates or violates any intellectual property rights of any third party, provided that such claim results from or is related to (i) an unauthorized modification of our website or Services; (ii) the combination of the website or Services with software, hardware or equipment not provided by us if our website or Services alone would not be subject of such claim; or (iii) your unauthorized use of our website or Services, or (d) any claim, action, audit, investigation, regulatory action, inquiry or other proceeding that arises out of or relates to your failure to comply with any applicable laws and regulations in connection with the transfer of personal data to or outside the EU/EEA, including any applicable data protection legislation.

13. Limitations and exclusions of liability

- 13.1. Nothing in these terms and conditions will limit any liabilities in any way that is not permitted under applicable law; or
- 13.1.1. exclude any liabilities that may not be excluded under applicable law.

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- 13.2. The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:
- 13.2.1. are subject to Section 10.1; and
 - 13.2.2. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 13.3. To the extent that our website or Services are provided free of charge, we will not be liable for any loss or damage of any nature.
- 13.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. Our total liability to you for any cause of action you take against us will be limited to no more than one hundred euro.
- 13.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.6. We will not be liable to you in respect of any loss or corruption of any data, database or software nor will we have any liability to you for any damage caused by errors or omissions in any information, instructions or scripts provided by you, our registered account holders or us in connection with the Services.
- 13.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 13.8. Our website and Services are provided on an “as-is” basis.
- 13.9. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or Services or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

14. Breaches of these terms and conditions

1.

1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 1. send you one or more formal warnings;
 2. temporarily suspend your access to our website or Services;
 3. permanently prohibit you from accessing our website or Services;
 4. block computers using your IP address from accessing our website or Services; and/or
 5. commence legal action against you, whether for breach of contract or otherwise.

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2. Where we suspend or prohibit or block your access to our website or Services or a part of our website or Services, you must not take any action to circumvent such suspension or prohibition or blocking.

14. Service Updates

We will update our website or Services and add new or different features and functionality on a regular basis. Provided you has complied with these terms and conditions, you will be granted access to the updated versions of features available to those that do not hold registered accounts. Optional or new features and functions may be subject to fees. We may also adjust or delete certain features from time to time or charge for features that were once provided without charge.

15. Variation

- 15.1. We may revise these terms and conditions from time to time.
- 15.2. The revised terms and conditions shall apply to the use of our website or Services from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 15.3.

16. Assignment

- 16.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 16.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

17. No partnership or agency

Nothing in these terms and conditions is intended to or shall operate to create a partnership between us and you, or authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 17.1. Severability: If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 17.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. Entire agreement

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Subject to Section 8.11.5 and Section 10.1, these terms and conditions, together with our privacy statement and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website or Services and shall supersede all previous agreements between you and us in relation to your use of our website or Services.

19. Law and jurisdiction

- 19.1. These terms and conditions shall be governed by and construed in accordance with Irish law.
- 19.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Ireland.

20. Statutory and regulatory disclosures

Our VAT number is 653212.

21. Our details

- 21.1. The website and Services are owned and operated by First Accounts SAAS Limited.
- 21.2. We are registered in Ireland under registration number 653212, and our registered office is at 17, The Cubes Offices Beacon South Quarter, Sandyford, Dublin, D18 E932.
- 21.3. You can contact us:
 - a) by post, using the postal address given above;
 - b) by telephone, on the contact number published on our website from time to time; or
 - c) by email, using the email address published on our website from time to time.