# **Terms & Conditions of Use**

The following **Terms and Conditions** together with the **Privacy Policy** govern your access to and use of the MyHearings website located at <a href="https://www.myhearings.ie">https://www.myhearings.ie</a> (and any related sub-domains) (together called "the Websites").

Please read these terms and conditions carefully. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THESE WEBSITES.

Using or accessing the Websites indicates your acceptance of these terms and conditions. MLD Software Limited ("MLD") may change these terms and conditions or the **Privacy Policy** at any time by updating this page. You should visit these terms and conditions each time you visit the **Websites** to review the current terms and conditions by which you must abide. All communications regarding the **Websites** should be addressed to the MLD Software Webmaster at the following address info@myhearings.ie.

#### Company Information

This Website is operated by MLD Software Limited ("MLD") a company incorporated in the Republic of Ireland with registration number 595646 registered address 4 Nurney Lodge, Shanganagh Rd., Ballybrack, Co. Dublin.

### Content

- 1. MLD provides services through this web site at its sole discretion. The web site and any service to one or more subscribers may be suspended at any time, without notice and for any reason (subject where and when appropriate to refund). MLD will at its sole discretion also implement any decision in respect of service supply and web site access and service availability that it considers to be in the best interests of its business and of its principal data supplier, the Department of Justice (Courts Services).
- 2. MLD may make changes to the web site, subscription services, information, links to third-party sites, product specifications and prices at any time without notice.

### Contract

MLD is a service provider. The purchase of any services offered by MLD constitutes a contractual arrangement between you and MLD, and represents your acceptance of the MLD Terms & Conditions of use as set out herein.

#### Copyright and permitted use

- This web site and the source code used to power the entire site is the copyright of MLD. The Court Services logo and Court Lists are copyright of the State. MLD expressly excludes liability for any breach whatsoever of copyright.
- 2. This web site is for personal use only. The copying, reproduction and/or distribution of any part of this web site or any subscription service in any form or media whatsoever; and in any country, is expressly prohibited.
- 3. Web site users and subscribers may not, nor permit a third party to do, any of the following: copy, publish, transmit, transfer, sub-licence, distribute, sell or otherwise use the data on this site or any part of the data in any form or by any means; or interfere in any way with the data or any part of the data; modify or make any alterations, additions or amendments to the data; combine the whole or any part of the data with any other software, data or material; create derivative works from the whole or any part of the data; sell, licence or distribute data (or any part thereof) to third parties.
- 4. With regard to State copyright: copying, reproduction, electronic or manual manipulation and/or distribution of any Court list or High Court Cases data delivered to our subscribers or accessed by users of this site is subject to Statutory Instrument (SI) European Communities (Re-Use of Public Sector Information) Regulations 2005 (SI 279 of 2005) and the General Licence issued by the State. Copying, reproduction and distribution in any form or media whatsoever; and in any country, is expressly prohibited.
- 5. Web site users and subscribers shall not use any trademark or trade name, registered or unregistered without our prior written consent.

# **Data Information**

- 1. Information provided on this website is dependant on the information supplied by the Courts Services via the Courts.ie web-site ("The Courts Services Information"). The Courts Services often misspell firm names or identify the party representatives by individual solicitor names instead of firm names. MLD use its best endeavours to match misspelled firm names and individual solicitor names to firms to ensure the correct lists are applied to the correct firms.
- 2. Alerts in respect of additions to lists are dependent on the accuracy of The Courts Services Information.
- 3. If you notice any errors or omissions please let us know as soon as possible by e-mailing <a href="mailto:info@myhearings.ie">info@myhearings.ie</a> and we will correct them where possible.

### **Disclaimer**

- 1. This web site may contain links to third-party sites over which MLD has no control. MLD is not responsible for any of the content on any linked site which is not under the control of MLD. MLD provides these links only as a convenience and the inclusion of the link does not imply that MLD endorses or accepts any responsibility for the content on those third-party sites. If a Web site user or subscriber accesses a third-party site from this web site, this is at their own risk.
- 2. Virus protection is in place. However, MLD cannot accept any liability in respect of non-detected viruses.
- 3. Every effort has been made to ensure that the information provided on the website is accurate and up-to-date. MLD cannot and does not vouch for the accuracy of The Courts Services Information for the reasons stated above. The service provided by this site is by way of convenience for the user and MLD does not guarantee that all lists will be correctly allocated to all firms. MLD assumes no responsibility for and gives no guarantees, undertakings or warranties concerning the accuracy, completeness or up-to-date nature of the information provided on the web site at this time and does not accept any liability whatsoever arising from any errors or omissions. The user is advised to use all means at their disposal to ensure they attend court when required to do so on behalf of their client.
- 4. MLD reserves the right to revise, amend, alter or delete the information provided herein at any time, but shall not be responsible for or liable in respect of any such revisions, amendments, alterations or deletions. Responsibility for any loss occasioned from the use of information appearing on this website shall rest solely with the user.
- 5. In accordance with the liability exclusion issued by the Courts Services, MLD is not liable for any loss or liability associated with the re-use of information on its site and does not certify that the information is upto-date or error free.

# Limitation and exclusion of Liability

In no event shall MLD be liable for any (i) loss of profit, business, revenue or goodwill, or (ii) indirect or consequential loss or damage, suffered as a result of the use of this web site or the subscription service. MLD uses its best endeavour to ensure the accuracy of all data provided but makes no representation nor gives any warranty, express or implied, as to the accuracy or fitness for any purpose of any data supplied by means of our service or website.

# **Refund Policy**

Refunds will be given only at the discretion of the Company Management.

### **Registrations and Subscriptions**

- 1. Any fraudulent registrations and/or subscriptions may be cancelled with or without notice.
- 2. Subscriptions are monthly unless otherwise agreed, payable in advance as per invoice terms.
- 3. MLD will allocate passwords and other identifiers to a subscriber as it deems fit. These may be changed from time to time with reasonable notice given to the subscriber. Any password and identifier issued is for authorised use by the subscriber only. They are not transferable, and the subscriber agrees to keep them strictly confidential. The subscriber is solely responsible for the security of such passwords and identifiers.

## **Privacy Statement**

#### Your right to privacy

We fully respect your right to privacy when using our website.

### Collection and use of personal information

We do not collect any personal data about visitors to our site, apart from information which you volunteer (for example by e-mailing us or by using our feedback facility). Information provided by subscribers is collected for the purpose only of maintaining accounts. Any information which you provide in either of these ways is not made available to any third parties. It is treated with the highest standard of security and confidentiality, strictly in accordance with the Data Protection Acts, used by us for the purpose you provided it. If you wish to discuss any matter relating to the processing of personal information on our site, please E-Mail: info@myhearings.ie.

### Collection and use of technical information

Technical details in connection with visits to our site are logged by our internet service provider for our statistical purposes. No information is collected that could be used by us to identify website visitors.

The technical details logged are confined to the following terms:

- the IP address of the visitor's web server
- the top-level domain name used (for example .ie, .com, .org, .net)
- the previous website address from which the visitor reached us, including any search terms used
- clickstream data which shows the traffic of visitors around this web site (for example pages accessed and documents downloaded)
- the type of browser used by the website visitor.

We make no attempt to identify individual visitors, or to associate the technical details listed above with any individual. It is our policy never to disclose such technical information in respect of individual website visitors to any third party (apart from our internet service provider, which records such data on our behalf and which is bound by confidentiality provisions in this regard), unless obliged to disclose such information by a rule of law.

The technical information is only used by us, and we use it only for statistical and other administrative purposes such as assessing the number of visitors to the different sections of our site and identifying the nature of the information most and least used.

### Use of cookies

'Cookies' are small pieces of information placed on your computer by a website and which, typically, can be read by the website on your subsequent visits. We store cookies on our web-site to verify who you are.

There are cookies for logged-in users. When you log into the site, the site stores the following two cookies:

- Your user name
- A double-hashed copy of your password

On login, the site uses a cookie to store your authentication details. After login, the site sets a cookie, which indicates when you're logged in, and who you are, for most interface use. There are also settings/time related cookies, used to customize your view of the main site interface.

### Links to third parties

Our site may contain links to the websites of third parties. We are not responsible for the privacy policies or the content of such sites.

(2<sup>nd</sup> Edition – August 2021)