

# CRO WEBSERVICE

## TERMS AND CONDITIONS

### 1. Definitions

In this Agreement, the following terms have the following meanings:

“Agreement” means this contract made between the CRO and the Customer to which these Conditions apply.

“Condition(s)” means the condition(s) of this Agreement.

“CRO” means the Registrar of Companies, Parnell House, 14 Parnell Square, Dublin 1 and the office that she administers.

“Customer” means a person at whose application CRO agrees to provide the Service under the terms of this Agreement.

“Direct Marketing Purpose” means for the purpose of advertising or promoting a particular product or service or products and services.

“Personal Data” means data in relation to a living person who can be identified either from the data or from the data in connection with other information in the possession of the data controller or as defined in section 1(1) of the Data Protection Act 1988, or any Act amending, extending, repealing or replacing the same.

“Information” means the information obtained from CRO by use of the Service and includes the means of accessing such information, being the information that CRO makes available free of charge on the CRO website search facility, which information is specified in Conditions 5.1 and 5.2 hereof.

“Service” or “Webservice” means the automated electronic information service provided by CRO which provides on-line access to the database of public records of company information managed and updated by CRO, being the information that CRO makes publicly available free of charge on the CRO website search facility, which information is specified in Conditions 5.1 and 5.2 hereof.

“The Data Protection Acts” means the Data Protection Acts 1988-2003 and any Act amending, extending, repealing or replacing same

The expression “Customer” and “CRO” shall include their respective successors and permitted assigns and respective employees and agents.

### 2. Use of the Service

2.1 Subject to the terms of this Agreement, and in particular to Condition 7.4 hereof, the Customer (including any agent or subcontractor thereof) may extract the information obtained from the Service and transfer such information to its own database. Thereafter the Customer may only copy and use the information extracted from the Service for internal purposes or for providing information to clients of the Customer and may do so only by means of extraction from its own database. Under no circumstances may the

Customer reproduce the Service or a service similar to it comprising the information extracted by the Customer from the Service.

2.2 CRO shall not be responsible for the Customer's use of the Information. Without prejudice to the generality of the foregoing, the Customer shall be responsible for complying with any applicable data protection, copyright and other applicable legislation and regulations. In relation to data protection, the Customer agrees that it shall comply with the provisions of the Data Protection Acts and in particular with the provisions of section 2, section 2(1)(a), (b), (c) and (d), section 6 and section 6(2)(a) and (b) of the Data Protection Act 1988, as amended.

2.3 The Customer agrees not to utilise, distribute, publish, supply or apply any part, parts or portion of the Information for Direct Marketing Purposes to home or residential addresses and to impose a similar condition on any of its customers to which it sells, distributes, publishes, supplies or applies the Information, or any part or parts or portion of it or any Information supplied hereunder which has been reformatted and the Customer shall equally impose this prohibition on its own customers and the Customer hereby agrees with the CRO that the CRO shall be entitled to and shall maintain:

(a) a Fair Processing Notice on the CRO website listing the identity of the Customer and any other customer which avails of the CRO Webservice, and where any customer has nominated a representative for the purposes of the Data Protection Acts, the identity of such representative or representatives and

(b) a link on the CRO website to the Customer's website so as to enable the viewer to check the Customer's website.

The Customer shall for the purpose of the Data Protection Acts maintain on its website, where it has nominated a representative for the purposes of the Data Protection Acts, the identity of such representative

3. The Customer's application for the Service shall be subject to CRO's acceptance and upon the terms and conditions contained herein.

#### **4. Duration**

4.1 The Service shall be provided by CRO to the Customer from the date of acceptance by CRO of the Customer's application and, unless this Agreement is terminated by CRO in accordance with Condition 9.1, shall continue to be provided subject to the terms hereof, unless terminated by either party giving not less than one month's prior written notice.

4.2 If CRO sends the Customer a revised version of CRO's current standard terms and conditions of service, together with a notice stating when such revised terms will come into force and the Customer continues to make use of the Service after such date, the Customer will be then deemed to have accepted such revised terms with effect from such date.

#### **5. Mode of operation of service**

5.1 The Service is implemented using a REST approach (Representational State Transfer). Calls to the Service from the Customer's client application must include a valid API Key in the Query String. This forms part of the authentication process for handling requests.

Calls to the Service must be sent using the HTTPS protocol. The following data will be retrievable by the Customer using the Company Search method:

<b>Field Name</b>	<b>Description</b>
company_num	Company Number
company_bus_ind	Company Business Indicator: C indicates a Company; B indicates a Business Name
company_name	The Name of the Company or Business Name (whichever is applicable)
company_addr_1	The first line of the address
company_addr_2	The second line of the address
company_addr_3	The third line of the address
company_addr_4	The fourth line of the address
company_reg_date	Company Registration Date
company_status_desc	The status of the company
company_status_date	The date on which the current status of the company was applied
last_ar_date	Last Annual Return date
next_ar_date	Next Annual Return Date
last_acc_date	Last Accounting Year Date
comp_type_desc	The type of company

In some cases, no data may be returned in certain fields. This indicates that the CRO does not have the data concerned.

5.2 The following data will be retrievable using the Submission Search method. These details apply to each document relating to the Submission.

<b>Field Name</b>	<b>Description</b>
sub_num	Submission Number
doc_num	Document Number relating to the Submission
company_num	Company Number
company_bus_ind	Company Business Indicator: C indicates a Company; B indicates a Business Name

sub_type_desc	The type of submission
doc_type_desc	Type of document
Sub_status_desc	Current status of the Submission
Sub_received_date	The date on which the Submission was received
Sub_effective_date	The submission effective date.
Acc_year_to_date	The “Accounts filed up to” date, applicable to Accounts
Scan_date	The date on which the document was last scanned
Num_pages	The number of pages in the document
Filenet_doc_id	The CRO identifier for the document, assuming it was scanned. Will be zero if not yet scanned.
File_size	The size of the document in bytes that the CRO has scanned. Will be zero if not yet scanned.

In some cases, no data may be returned in certain fields. This indicates that the CRO does not have the data concerned.

## 6. Non-exclusivity

The Customer acknowledges that the Service being made available to it by CRO under this Agreement is a non-exclusive, concessionary facility which will also be made available by CRO to other parties, and further acknowledges that CRO intends to and will continue to perform its statutory duties to the public under section 370 Companies Act 1963 and any amendment or amendments thereof that may from time to time be made thereto and that CRO intends to upgrade and endeavour to further upgrade the services and facilities which CRO offers to the public and the mode and manner in which the same are and shall be provided to the public and that this Agreement is on a non-exclusive basis and is without prejudice to the manner and mode in which CRO may continue to provide its duties and functions to the public and others in the future.

## 7. Customer’s obligations

7.1 This Agreement shall not operate so as to create a partnership, relationship or agency or joint venture of any kind between the CRO and the Customer.

7.2 The Customer shall not hold itself out as being or representing or otherwise associated or connected with CRO.

7.3 Without limitation to the foregoing, the Customer shall not use or refer to CRO and/or its logo in any advertising, marketing or promotional literature or press release or statement without the prior written consent of CRO.

7.4 The Customer agrees that:

(a) its level of usage of the Service will at no time attain a level that may cause a degradation in performance of the systems that are maintained by the CRO and, in

particular, that the Customer will not repeatedly call the Service with an incremented company number to perform a company search, or repeatedly call the Service with an incremented submission number to perform a submission search and that

- (b) if the Customer is at any time informed by CRO that its usage levels are a cause of concern to CRO in terms of the likelihood or the actuality of a negative impact on the performance of CRO systems, the Customer agrees to forthwith reduce its level of usage of the Service to a level that does not so jeopardise the CRO's systems and to maintain its level of usage at that lower level

and the Customer acknowledges that if there is breach by the Customer of (a) and/or (b), this constitutes good and sufficient ground for CRO to immediately terminate this Agreement and withdraw provision of the Service to the Customer pursuant to Condition 9(i).

## **8. Limitation of Liability and Acknowledgment by Customer that no warranty as to accuracy**

- 8.1 CRO shall have no liability in contract, tort or otherwise arising out of or in connection with the performance or observance of CRO's obligations under this Agreement, and, without prejudice to the generality of the foregoing, CRO shall not be liable in contract, tort or otherwise for any loss of business, contracts or profits or for any indirect or consequential loss whatsoever.
- 8.2 Without prejudice to the generality of Condition 8.1, in no circumstances shall CRO be liable to the Customer for any loss or damage arising from any interruption to or cessation of the Service.
- 8.3 Without prejudice to the generality of Condition 8.1, CRO hereby expressly excludes all liabilities in respect of inaccurate or incomplete information obtained by the Customer via the Service howsoever arising, including (without limitation) those arising as a result of inaccuracies in the information provided to CRO.
- 8.4 The Customer hereby acknowledges that it is aware that the Information has been supplied to the CRO by or on behalf of companies and other persons, pursuant to statutory obligation, and that although very basic checks may have been carried out on the information, its content has not been verified and that it has been accepted by the CRO in good faith. The fact that Information is on the public record should not be taken to and does not indicate that the CRO has approved, checked, verified or validated it in any way. The CRO makes no representations and gives no warranty in respect of the accuracy, adequacy, veracity or completeness of any of the Information.
- 8.5 The Customer is wholly responsible for ensuring that those to whom it sells, supplies, distributes or publishes the Information under Condition 2 hereof are aware of or are given notice of the matters set out in Condition 8.4 hereof.
- 8.6 The Customer hereby ACCEPTS AND AGREES that the CRO shall not be liable to it, or to any client or customer of the Customer, or any person claiming under or through the Customer, for any loss or damage, or any costs or expenses arising out of or by virtue of any inaccuracy or untrue or incorrect information contained in the Information or any part thereof, supplied by the CRO to the Customer on foot of this Agreement.

## **9. Termination**

Notwithstanding any other provisions herein contained, and without prejudice to the provisions of Condition 4.1, CRO shall have the right to terminate this Agreement forthwith

by withdrawing provision of the Service to the Customer forthwith without liability for compensation or damages by notice in writing (including email to the Customer's designated email address at the foot of this Agreement) to the Customer if any of the following events occur, namely:

(i) if the Customer defaults in due performance or observance of any obligation of this Agreement;

(ii) if the Customer shall present a petition or have a petition presented by a creditor of its winding up or enter into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation) or shall have a Receiver appointed over all or any of its undertaking or assets.

(iii) if the Customer shall be, or shall be deemed for the purposes of or within the meaning of the Companies Acts 1963-2009 to be unable to pay its debts, or shall cease to carry on business.

## **10. Suspension of services**

10.1 CRO may at its sole discretion elect to suspend forthwith provision of the Service until further notice on notifying the Customer either orally (confirming such notification in writing) or in writing (including email to the Customer's designated email address at the foot of this Agreement) in the event that:

(a) CRO is entitled to terminate this Agreement for any reason;

(b) CRO is obliged to comply with an order, instruction or request of government or other competent administrative authority, or

(c) CRO has reason to believe that the Customer is in breach of the terms of this Agreement.

10.2 Any exercise by CRO of its right of suspension in respect of an event referred to in Condition 10.1 shall not exclude CRO's rights subsequently to terminate this Agreement.

## **11. Directions in Writing/Notification of Factual Errors**

(a) The Customer agrees that on receipt of any direction in writing (including email to the Customer's designated email address at the foot of this Agreement) from the CRO as to the Information that was supplied to it by CRO, the Customer shall update or amend the Information in accordance with the direction in writing from the CRO and shall do so with all due expedition.

(b) In the event of the Customer ascertaining the existence of any factual error in the Information supplied to it by CRO that may arise from a processing error on the part of the CRO, it shall forthwith notify the CRO, by email, of said factual error, and what the error is, and if the error notified by the Customer arose from a processing error, the CRO shall make whatever amendment is appropriate, if any, and shall notify said amendment to the Customer.

(c) Where the CRO has made an amendment as a result of a processing error that has been notified to it, the Customer shall notify CRO, on request to it, by email of the total number of its customers to which the factually erroneous material has been supplied by the Customer and shall confirm to the CRO in writing that all its customers who accessed the factually

erroneous material have been contacted by the Customer and made aware of the error and have been supplied by the Customer with the amendment thereto.

(d) In the event of the CRO becoming aware of any factual error in the Information that was supplied to the Customer arising from a processing error on the part of the CRO, CRO shall make whatever amendment is appropriate and shall notify said amendment by email to the Customer and the Customer shall

(i) notify the CRO by email of details of the number of customers to whom the factually erroneous material has been supplied by the Customer

and

(ii) shall confirm to the CRO in writing that all of its customers who accessed the factually erroneous material have been contacted by the Customer and made aware of the error and have been supplied by the Customer with the amendment thereto.

## **12. Force Majeure**

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the control of CRO or the Customer, which events shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, failure or shortage of power or fuel supplies, flood, lightening, drought, sabotage, accident, embargo, strike, lock-out, trade dispute or labour disturbance, the act or omission of telecommunications provider, internet service provider, civil authority, including acts of local government and parliamentary authority, or war, civil commotion or riot.

## **13. No Waiver**

Failure by the CRO to exercise and enforce any rights conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any right on any later occasion.

## **14. Non-assignment**

The Customer shall not assign, delegate or otherwise deal with all or any of its rights and obligations under this Agreement without CRO's prior written consent.

## **15. Entire agreement**

15.1 This Agreement represents the entire agreement and understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and, except as provided in Condition 4.2, this Agreement may be modified only if such modification is in writing and signed by a duly authorised representative of each party hereto.

15.2 This Agreement shall prevail over any inconsistent terms or conditions referred to in the Customer's application or in correspondence or elsewhere and any conditions and stipulations to the contrary are hereby excluded and extinguished.

## **16. Service of Notices etc.**

16.1 Any notice which may be given by CRO under this Agreement shall be deemed to have been duly given if left at or sent by post to an address notified to CRO in writing by

the Customer as an address to which notices may be sent, or the Customer's usual or last known place of abode or business, or, if the Customer is a company, its registered office. Any communication by post between the parties shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of post.

16.2 If the customer supplies an email address to CRO, CRO may (but shall not be obliged to) send notices to the Customer by electronic mail. Any notice sent shall be deemed delivered at the time the e-mail is received at the Customer's email address.

#### 17. **Severability**

In the event that any provision of this Agreement or any part thereof shall be held unlawful or invalid for whatever reason it shall be deleted or such modification made as may be necessary to make it valid and enforceable and so that the remaining provisions hereof shall continue in full force and effect.

#### 18. **Governing law**

The Agreement shall be governed by and construed and interpreted in accordance with the laws of Ireland and the parties submit to the jurisdiction of the courts of Ireland.

I hereby apply, subject to the above terms and conditions, to become a customer of the CRO Webservice.

Dated the     day of                     201

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Signed for and on behalf of the Customer:

NAME OF SIGNATORY (block capitals):

NAME OF CUSTOMER (block capitals):

ADDRESS: (block capitals):

Email address supplied by Customer for the purposes of communications by CRO with the Customer in respect of this Agreement: