

CRO WEBSERVICE

TERMS AND CONDITIONS (Revised)

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, Bloom House, Gloucester Place Lower, 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.

“Data Protection Law” means the General Data Protection Regulation (Regulation (EU) 2016/679) (**“GDPR”**), the Data Protection Acts 1988 to 2018, the ePrivacy Directive 2002/58/EC (as amended) (the **“ePrivacy Directive”**), the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011, and any other applicable laws relating to data privacy and any relevant transposition of, or successor or replacement to, those laws (including, when it comes into force, the successor to the ePrivacy Directive).

“Personal Data” means any information relating to an identified or identifiable natural person (data subject) 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 article 4(1) of the General Data Protection Regulation (**“GDPR”**).

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

“Information” means the information obtained from CRO by use of the Service and includes the means of accessing such information, being (a) 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; (b) the images of the documents filed with the Registrar that are publicly available on the CRO website search facility, on payment to CRO of the perdocument retrieval fee as prescribed from time to time by the Minister for Enterprise, Trade and Employment, subject to Condition 5.3 and 5.4 hereof and (c) the balance currently standing to the credit of the Customer’s CRO Account and any other information in relation to said account which CRO may decide in its absolute discretion to make available to the Customer.

“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 (a) 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, and (b) the images of documents filed with the Registrar that CRO makes publicly available on the CRO website search facility, on payment to CRO of the statutory per-document retrieval fee as fixed from time to time by the Minister for Enterprise, Trade and Employment, subject to Condition 5.3 and 5.4 hereof, as well as on-line access to information relating to the individual Customer’s CRO account.

“The Data Protection Acts” means the Data Protection Acts 1988-2018 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. 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. 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 General Data Protection Regulation (GDPR) and Data Protection Acts 1988-2018 and in particular with the provisions of Article 5 (1) (a); (b); (c); (d); (e) and (f) and sections 36 and 37 of the Data Protection Act 2018.

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 laws, 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 laws maintain on its website, where it has nominated a representative for the purposes of the Data Protection laws, the identity of such representative

3. Acceptance and Terms and Conditions

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). Each request from the Customer's client application must include a base64 encoded email address and valid API Key in the Authorization Header. 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:

Field Name	Description
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

The date on which the current status of the company was
company_status_date 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

The CRO's primary key value corresponding to
company_type_code the company_type_desc.

The CRO's primary key value corresponding to
company_status_code the company_status_desc.

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.

Field Name	Description
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

<code>num_pages</code>	The number of pages in the document
<code>doc_id</code>	The CRO identifier for the document, assuming it was scanned. Will be zero if not yet scanned
<code>file_size</code>	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.

5.3 The image of a submission filed with the Registrar pursuant to statute which is publicly available on the CRO website search facility may be purchased by the Customer from CRO, on payment to CRO of the statutory fee for the provision of copy documents as prescribed by the Minister, subject to the Customer using a valid API key which is linked to a CRO Customer Account, which account has a credit balance sufficient to cover the payment to CRO by the Customer of the fee for the time being prescribed for the provision of a copy of any matter entered in the register of companies. In the event that the Customer's CRO Account does not have a sufficient credit balance to pay for the retrieval of images that may be requested by the Customer hereunder, the Customer will be unable to retrieve images until such time as the Customer's Account has been credited by the Customer with a sufficient credit balance. The Customer acknowledges that the statutory fee for the provision of copy documents is chargeable on each occasion on which a document is purchased, such that in the event that the Customer purchases the same document on a further occasion or occasions, the Customer is liable to pay CRO the statutory fee in respect of each instance of provision of the document.

5.4 It is a matter for the Customer to notify CRO that it intends to avail of the facility specified in Condition 5.3 hereof. The Customer's API key must be linked by CRO to a specified CRO Customer Account Number before the facility in Condition 5.3 may be utilised by the Customer. In the event that the Customer does not so notify CRO, all requests to the service for the purchase of documents will return an "401 Unauthorized" message. In the event that the Customer's API key has been linked to a CRO Customer Account and insufficient funds stand to the credit of that account at a time when the Customer seeks to purchase an image or images under the facility set out at Condition 5.3 hereof, the image or images will not be supplied to the Customer.

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 891 of the Companies Act 2014 as amended 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 Act 2014 as amended to be unable to pay its debts or shall cease to carry on business.
- (iv) if there has been breach by the Customer of Condition 7.4(a) and/or (b).

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 _____ 20__

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:
