

## Management Systems Certification Ltd. t/a Irish Security Certification

### On-Line Certification Website

<https://securitycert.ISCert.ie>

### Terms & Conditions

#### 1. Definitions

**“the Company”** means Management Systems Certification Limited t/a Irish Security Certification (ISC), a company registered in Ireland with company registration number 367752 and whose registered office is at First Floor, Canada House, Canada Street, Waterford X91 K0NN.

**“Registration Information”** means any and all information requested by the Company and provided by the Client/ User on registration by you as a client of the Company.

**“Registration Details”** means the information stored within the website specific to each registered client and as provided by each registered client when originally registering with the Company and the information used on this website

**“Completion Certificates”** means the Certificates issued to third parties on completion of an Alarm, CCTV or Access Control installation. Copies may also be provided to Monitoring Stations for the purpose of obtaining a URN (Unique Reference Number) from An Gardaí

**“Scheme Regulations”** means the ISC Scheme Regulation as posted on our website, [www.ISCert.ie](http://www.ISCert.ie)

**“PSA”** means Private Security Authority

**“Monitoring Station”** means an alarm receiving station with a license to operate from the PSA

**“Conditions”** means the terms and conditions set out below and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and/ or the Client.

**“Contract”** means any antecedent contract between the Company and the Client.

**“Client”** means any person, organisation or company who contracts with the Company for any purpose.

**“User”** means any person, organisation or company who chooses to avail of the on-line certification service the subject of these Conditions, and whose use of this website is deemed an acceptance of these Conditions.

**“Agreement”** means the acceptance of these Conditions by the User.

**“Registered User”** means those Users whose application has been accepted by the Company.

**“Service”** means the on-line certification service offered and provided by the Company to Clients and which is the subject of these Conditions.

**“We/ Us/ ISC”** means the Company, and such terms may be used interchangeably throughout these Conditions without any significance attaching to such varied use.

- 1.1 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2 Words in the singular include the plural and in the plural include the singular.
- 1.3 A reference to one gender includes a reference to the other gender.
- 1.4 Condition headings do not affect the interpretation of these Conditions.

## **2. General Provisions**

- 2.1 This website is owned by the Company whose registered office is at First Floor, Canada House, Canada Street, Waterford X91 K0NN. Your use and access to this website is governed by the terms and conditions set out below, these are referred to as the “Terms”. The Terms form a legally binding agreement between you and the Company in relation to your use of this website and it is important that you take the time to read them carefully. By proceeding further you will be deemed to have accepted the Terms.
- 2.2 This website and your access and use of same shall be governed by the laws of Ireland. When you use this site you accept that your use of the site and any information on the site will be governed by the laws of Ireland, and if any dispute arises from your use of the site or any of the information on it you agree to submit to the exclusive jurisdiction of the courts of Ireland to resolve same.
- 2.3 You agree to use the website only for the purposes that are permitted (a) by the Terms (b) any applicable law, regulation, or generally accepted practices or guidelines
- 2.4 You agree that you will not engage in any activity that interferes with or disrupts the operation of this website.
- 2.5 You acknowledge and agree that the Company owns all legal right, title and interest in this website and its content and it is protected by Irish Patent and copyright laws. Any form of reproduction is prohibited unless prior written approval is obtained by the Company.
- 2.6 The Company may make changes to these Terms from time to time, and you understand and agree that if you use the website after the date on which said Terms have changed the Company will treat your use as acceptance of the updated Terms.

## **3. Application of Terms & Conditions**

- 3.1. These Conditions operate entirely independent to any other contract, current or otherwise, existing between the Company and you the client. Any such contract as between you and the Company exists distinct to this Agreement, and is in no way affected, revised, altered or in any other way amended by virtue of your acceptance of these Terms and Conditions.
- 3.2. As a Client these Conditions together with any other terms stated to form part of this Agreement constitute a legally binding agreement ("the Agreement") between the Company and the Client named in the Registration Details ("you", "user", "client" or "viewer"), provided by you which will be effective from the time we accept the application for the Services.

- 3.3. Acceptance of you as a user is at the Company's discretion and no reason will be proffered if we do not accept you as a user. By clicking 'Login' on the login page of the website, you confirm that all information therein relating to you is accurate and that you accept these Terms and Conditions of service.
- 3.4. Registration details on the website are input by the Company using information from the client file. You agree that any information provided by you will always be accurate, correct and up to date. If there are any changes in the information provided, or if the Company have made any errors inputting data to the website, you agree to notify the Company immediately.
- 3.5. You agree and understand that you are responsible for maintaining the confidentiality of any passwords or information provided to you through your use of this website. If you become aware of any unauthorised use of your password or your account you agree to notify the Company immediately.
- 3.6. You agree and acknowledge that the terms of use of the Completion Certificates process and issued from this website are governed by the Scheme Regulations and you agree to comply with these Regulations.
- 3.7. The Company is approved by the PSA in Security Sector certificate services. You agree to and authorise the PSA to access all relevant information pertaining to your individual usage of this website.
- 3.8. Registered users will be allocated a user name and initial password for subscribing to the Service. It is recommended that you change your password on your first login to the service. Your user name and password are the only permitted means by which you may gain entry to the Service subscribed to. Users are personally responsible for all usage or activity on your personalised Service account, including safekeeping of your user name and password and use of your account by any third party authorised by you to use your user name and password.
- 3.9. It is expressly prohibited for a user, or any person acting on his direction, instruction or under his control, to seek to obtain information personal to any other person by use of this website. The Company reserves the right to inform those persons, parties, entities and / or authorities which it deems appropriate of any such improper use, and the Company shall not be held liable for any loss or damage resulting from such disclosure.
- 3.10. This Agreement is personal to the Company and you. You may not assign, sub-contract or otherwise transfer your Service subscription, or part or all of this Agreement, without the prior written consent of the Company.
- 3.11. The Company may at any time terminate its legal agreement with you if you breach any provision of the Terms or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms.
- 3.12. In the event that the Company terminates this legal agreement with you for any breach of these Terms, you will not be entitled to any refund of monies paid for the provision of this website.

#### **4. Acceptance of our Terms of Business**

- 4.1. The Company may add-to, change, suspend or discontinue any aspect of the Service at any time, including the availability of any service feature, database or content, for any technical or administrative reasons whatsoever. The Company may also impose limits on certain features and services or restrict your access to part or all of the Service, without notice or liability, for any technical or administrative reasons whatsoever.
- 4.2. The Company may suspend or terminate your account at any time in the event of your breach of any of the terms of this Agreement. The company shall endeavour to send an email confirming your access has been suspended or terminated following your breach of any of the terms of this Agreement.
- 4.3. The Company may stop (permanently or temporarily) providing you access to this website or any features of this website to you or other users generally at the Company's sole discretion without prior notice to you. You acknowledge and agree that if the Company disables access to this website you may be prevented from accessing the services on this website, your account details or any files or other content which is contained in your account, including issued Completion Certificates.

#### **5. Changes to Web Site**

- 5.1 The Company may make improvements or changes to the information, services, products and other materials on this web site, or terminate this website, at any time and without notice. We may also modify these Terms and Conditions at any time and such modification shall be effective immediately upon posting of the modified Terms and Conditions on this web site. Accordingly, your continued access or use of this web site is deemed to be your acceptance of the modified Terms and Conditions

#### **6. Property Rights**

- 6.1 You may not copy or incorporate any of the contents of this website into any other work or publication in any form, and no part of this website may be copied to, transmitted to, stored on, or accessed from, any other website, except with the prior written permission of the Company. You agree that you will not reproduce, duplicate, copy, sell or trade any of the services of this website for any purpose
- 6.2 The Company retains all rights in and to the materials and software contained on this website, including any images or files incorporated or generated by the software and any data forming part of the software. You may not distribute or sell the materials or software contained on this website, nor are you entitled to alter, modify, reverse engineer or adapt the materials or software contained on this website.
- 6.3 The ISC name and logo is the intellectual property right of the Company and neither the name nor the logo may be used or reproduced without permission.
- 6.4 All non-personal data collected, obtained, procured or created by the Company in performance of or connected with any antecedent contract between the Company and the client shall be the intellectual property right of the Company and the Company reserves the right to control and share such data in compliance with all relevant legislation howsoever it may choose.

## 7. Data Protection

- 7.1 Any personal information you supply to the Company when you use this web site will be used in accordance with our Privacy Policy and in accordance with applicable Irish data protection legislation. The data controller may be contacted at “info@ISC.ie”.
- 7.2 Occasionally the Company may contact clients by post, e-mail or telephone to confirm registration. The Company may contact clients by post, e-mail, or telephone with details of services and/or producer initiatives that we feel may be of interest to them. Clients can request any such part of their records that they own, such as contact details, to be amended by the Company to ensure that they are accurate and up to date.
- 7.3 The Company does not share personal information with third party companies. However, the Company reserves the right to, in the future, share personal information such as client name and address for the purpose of verifying accuracy of data furnished by clients. This may have consequential effects on the Company’s Privacy Statement and the Company reserves the right to modify its Privacy Statement at any time. Such modification shall be effective immediately upon posting of the modified Terms and Conditions and/or Privacy Statement on this web site. Accordingly, your continued access or use of this web site is deemed to be your acceptance of the modified Terms and Conditions and/or Privacy Statement. The Company reserves the right to share non-personal information with third parties.
- 7.4 In consideration for the use of the services, you agree that all information provided to the Company shall be true, current, complete and accurate and that in the event that you become aware that such information is no longer true, current, complete and accurate you will immediately notify the Company and provide such true, current, complete and accurate information as may be required.
- 7.5 If you provide any information that is untrue, not current, incomplete or inaccurate, or the Company has reasonable grounds to suspect that such information is untrue, not current, incomplete or inaccurate, the Company has the right to suspend or stop your use of the services.
- 7.6 All information requested on original registration with the Company shall be referred to as “Registration Information”. This Registration Information will be retained by the Company for no longer than is necessary to provide the services to you or as otherwise required by law.
- 7.7 The Company agrees to use the Registration Information only for the purpose of supplying the services to you.
- 7.8 In your use of this website you will be afforded the option of selecting a specific monitoring station from a list of monitoring stations and you agree that if you select a specific monitoring station listed on the website any information you have provided may be shared with that monitoring station and you authorise its access to this information. If instead you select “Alarm Receiving Centre” no such information will be provided. It is only by selecting a specific and named monitoring station that such information will be shared in this manner.
- 7.9 The Company reserves the right to disclose the Registration Information if required to do so by law, or if it believes in good faith that any such disclosure is reasonably necessary; to enforce these Terms and Conditions; to respond to any complaint received regarding the rights of third parties; or to protect the rights, property or personal safety of the Company, its customers or the public.

- 7.10 Certain sections of the site use cookies to maintain single user sessions as well as to aggregate broad demographic data as it relates to user behaviour. You also have choices with respect to cookies. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser.
- 7.11 The Company reserves the right to record your IP address, browser's user agent, and referring address to help diagnose problems with our server, to administer our website and to identify unique users. Your IP address may also be used to gather broad demographic information.
- 7.12 Finally, the data may on occasion of abuse or harassment be used to find and locate individuals abusing the network system and or services of the Company. In these cases this data may be passed on to appropriate individuals, organisations or companies, if specifically requested.
- 7.13 The Company or its business partners may with your expressed permission, from time to time, send you e-mails regarding its products and services.
- 7.14 Using the email addresses provided by you on registration, the Company may contact you regarding your primary email.
- 7.15 This site has security measures in place to protect the loss, misuse and alteration of the information under our control. Unfortunately, no data transmission over the internet can be guaranteed to be 100 per cent secure. As a result, while we strive to protect your personal information, the Company cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.
- 7.16 This site includes a facility for the making of payments by you to the Company by credit or debit card. Our card services partners are Global Payments. When such facility is selected by you, you will be directed to an independent third party secure site operated by Global Payments. Your credit or debit card information is not retained on this site, rather it is securely transferred to Global Payments. Once payment is confirmed by Global Payments you will automatically be redirected back to this site.
- 7.17 Where the on-line certificate facility is used by you and where subsequent to the inputting by you of information in respect of third parties you discover that such information is incorrect, a facility exists whereby you may amend or correct certain of such information to ensure its accuracy and veracity. Such self-correction facility may only be used by you for this stated purpose and may never be used for the purpose of reissuing a certificate to a new third party.

## **8. Disclaimer of Liability**

- 8.1. The use of any materials or information provided on this website shall be entirely at your own risk.
- 8.2. The information provided on this website is updated by the Company from time to time and may not, therefore, at all times be current. Therefore, under no circumstances will the Company be liable for any economic, special, incidental, consequential or indirect loss or damage (including but not limited to loss of profits, reputation, goodwill or



- savings) occasioned by your reliance on the Service or the information provided on this website.
- 8.3. The company does not warrant that the website and Service will operate without interruptions, be timely, or error free. You should use proper skill and care in the use of the information provided on the website and under no circumstances will the Company be liable to you for any economic, special, incidental, consequential or indirect loss or damage (including but not limited to loss of profits, reputation, goodwill or savings) occasioned by your reliance on the Service or the information provided on this website.
  - 8.4. Whilst we endeavour to ensure that the information on this site is up to date and correct, no warranty or representation, express or implied, is given to its accuracy or completeness and we do not accept any liability for error or omission.. Accordingly, the Company, its directors, employees and agents disclaim any liability for loss including but not limited to loss of data, income, profit or opportunity, damage to property and in addition direct or indirect consequential losses or losses resulting from claims of third parties, which are caused by your reliance on or use of any such information or materials.
  - 8.5. Use of the internet and this website is at your own risk, and the Company is not responsible for losses resulting from the use of, or from an inability to use, this website. Such losses include, but are not limited to losses caused by viruses or defects in this website, interference by an unauthorised third party, fraud or theft, technical failure deletion or delays.
  - 8.6. Some pages of this website may contain links to other websites or access to third party materials not maintained by the Company. Such linkage or access is not an implicit endorsement of the other websites or third party materials. The Company is not responsible for the contents and services of any other websites or third party materials which may be accessed through this website, and these Terms and Conditions do not apply to your use of such other websites and materials.
  - 8.7. You agree that you are solely responsible for (and that the Company has no responsibility to you or any third party for) any breach of your obligations under the Terms or misuse of this website and for the consequences of any such breach or misuse. You agree to indemnify the Company against any claims, actions or demands and associated costs resulting from any such breach or misuse of the Terms.
  - 8.8. In particular, you agree that the Company has no responsibility to you or any third party for any loss occasioned by your use of the Global Payments facility for the making of payments by you to the Company by credit or debit card, which facility is an independent third party secure site operated by Global Payments and in respect of which the Company has no interest, power or control.
  - 8.9. You agree that you are solely responsible for the accuracy and validity of the information inputted by you on this website, in particular in relation to the Completion Certificates, and that the Company has no responsibility for the accuracy, veracity and completeness of the Completion Certificates processed/issued from this website or for any errors that may have occurred in the manner of the input of the information required to process said Certificates.

- 8.10. The company gives no warranty with respect to this website. In particular the Company does not represent or warrant to you that:
- 8.10.1. Your use of the website will meet your requirements.
  - 8.10.2. Your use of the website will be uninterrupted, timely, secure or free from error.
  - 8.10.3. Any information obtained by you as a result of your using the website will be accurate or reliable.
- 8.11. Except as expressly set out in these Terms, all representations, warranties, terms and conditions whether express or implied in relation to this website or the information contained therein are hereby excluded to the fullest extent of the law.
- 8.12. The Company shall not be liable to you for
- 8.12.1. any direct or indirect consequential losses which may be incurred by you. This shall include any loss of profit, any loss of goodwill or business reputation, or any loss of data suffered by you.
  - 8.12.2. any loss or damage which may be incurred by you as a result of:
    - 8.12.2.1. any reliance placed by you on the completeness or accuracy of any information on this website,
    - 8.12.2.2. any changes made by the Company to this website, or for any permanent or temporary cessation in the provision of this website of features of this website,
    - 8.12.2.3. the deletion of, or corruption of, or failure to store, any content maintained or transmitted by or through your use of this website,
    - 8.12.2.4. your failure to provide the Company with accurate account information,
    - 8.12.2.5. your failure to keep password or account details secure and confidential.
- 8.13. In the event that a request is made by a third party for the deletion by the Company of his/ her personal data, which said information was generated by you in accordance with these Terms and Conditions, then and in such event you agree to discharge all costs incurred by the Company in performance of its statutory obligations.

## **9. Application of Terms and Conditions**

- 9.1. If any part of these Terms and Conditions is deemed by a court of competent jurisdiction to be void or unenforceable, such part shall be removed from the within Terms and Conditions and such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other part of these Terms and Conditions which shall continue to be valid and enforceable.
- 9.2. Use of this website and its information, and application of these Terms and Conditions, shall be governed by the laws of Ireland, and the courts of Ireland shall have primary jurisdiction over all matters arising.