

## RESIDENTIAL TENANCIES BOARD

### TERMS OF USE

#### GENERAL

1. The website, <http://www.rtb.ie/> and the facilities, service and material available (the "Website") thereon are owned and operated by the Residential Tenancies Board (the "RTB") of Floor 2, O'Connell Bridge House, D'Olier Street, Dublin 2. For the purposes of these Terms of Use, "we" "our" and "us" refers to the RTB.
2. Your use of this Website as either a guest or a registered user, is governed by these Terms of Use and you should therefore read them carefully and in their entirety. By accessing and using this Website, you agree, and you acknowledge, that you have read, understood and agreed to be bound by, and comply with, these Terms of Use. If you do not read or agree to these Terms of Use, you should not access or use this Website.

#### INFORMATION PROVIDED ON WEBSITE

3. All information provided on this Website is for information purposes only and does not constitute or comprise legal advice on any matter including, without limitation, the Residential Tenancies Act 2004 (as amended) ("RTA").
4. The pages contained in this Website may contain technical inaccuracies and typographical errors. The information in this Website may be updated from time to time but we do not accept any responsibility for keeping the information in these pages up-to-date nor any liability for any failure to do so.
5. The RTB makes no representation as to the accuracy, reliability or completeness of the contents of this Website and any content or information received on or via this Website should not be relied on for important personal, financial or business decisions and you should consult an appropriate professional for advice which is specifically tailored to your particular circumstances. Content and information received via this Website is supplied by sources believed to be reliable. However, calculations made using such content and information and opinions expressed in relation to such content and information are not guaranteed by these sources, the RTB, or any other person or entity, and may not be complete.

#### REGISTRATION

6. Only persons registered on the RTB online registration system ("**Registered Users**"), may access the "Registered Users Section" (the "**Services**") of the Website. Landlords and / or their agents may use the Services to register, manage, edit and make payments related to their registrations online. Involved parties may lodge a dispute, submit and view documents relating to that dispute and lodge and appeal online. Mediators, Adjudicators and DRC Members may access documents and submits reports in respect of cases they are involved in online. Registered Users may access this section of the Website using the User ID and PIN number they receive upon signing up for the online registration system. All information provided by you to log on and use the Services is personal and confidential and you are solely responsible for maintaining the security of your account. Moreover, you acknowledge that any connection or transmission of data made with or from your account will be assumed to have been made by you. The RTB shall not be responsible whatsoever in the event that your password is misappropriated or misused by an agent and / or a third party.
7. Non-registered users will be able to view non-personal information from the published register of registered landlords and agents and to access the information links on the portal screen. Non-registered users will also be able to view reports and determination orders placed in the public domain and to download the latest forms.

8. You must immediately inform us of any unauthorised use of your User ID and / or PIN by emailing us at [Data.Protection@rtb.ie](mailto:Data.Protection@rtb.ie).

#### **USE OF WEBSITE**

9. The RTB licences the use of this Website and its facilities, services and information for users' and/or their principals' tenancy-related requirements. Such a licence does not extend to the sale or marketing of such information without the RTB's prior written consent.
10. You may not use this Website to harvest or otherwise collect by any means any program material or information (including without limitation email addresses or details of other users) from this Website or unless otherwise authorised under these Terms of Use monitor, mirror or copy any content of this Website.
11. By using this Website, you agree:
- (a) that any information provided by you will be current, complete, truthful and accurate information as prompted to do so by the Website; and
  - (b) in the case of landlords and agents, to maintain and update any information as required to enable us to keep such information current, complete and accurate. You are responsible for ensuring this information is accurate and up-to-date.
12. In consideration of being allowed to use this Website, you agree that you will not use it to engage in any activities that:
- (a) infringe the proprietary or intellectual property rights or trade secrets of the RTB and/or its licensors and / or third parties;
  - (b) compromise the privacy of others;
  - (c) are in violation of local, state, or national laws of any country; and
  - (d) destroy the integrity of any data or other computer based information.
13. The RTB reserves the right to prevent your further access to the Services and / or this Website for violating these Terms of Use or any applicable law.
14. Occasionally the RTB may:
- (a) change the technical specifications of the Services; or
  - (b) suspend the Services for operational reasons such as repair, maintenance or improvement of the Services or because of an emergency.
15. We retain the right to terminate your rights to use the Services and/or this Website or restrict availability of or to discontinue the Services and / or this Website at anytime without cause or notice, and without any liability to you.
16. You acknowledge and agree that certain technical processing of your communications and their content may be required to send and receive messages, conform to connecting networks' technical requirements, conform to the limitations of the Services, or conform to other similar requirements. You acknowledge such processing and alteration are automated and do not constitute the exercise of editorial control over the messages or the monitoring of message content.
17. We may update these Terms of Use from time to time and without notice to you. You should, therefore, check this page regularly in order to alert yourself to such changes.

#### **INTELLECTUAL PROPERTY RIGHTS**

18. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. The information, content, graphics, text, sounds, images, buttons, trademarks, service marks, trade names and logos (the “**Materials**”) contained in this Website are protected by copyright, trademark, database right, sui generis right and other intellectual property laws, under national laws and international treaties. The RTB and / or its licensors (as the case may be) retain all right, title, interest and intellectual property rights in and to the Materials. Nothing in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise, any licence or right under any copyright, patent, trade mark, database right, sui generis right or other intellectual property or proprietary interest of the RTB, its licensors or any third party, other than expressly stated herein
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- Any other use of the Materials on this website, including any form of distribution, re-publication or re-delivery using framing technology without the prior written consent of the RTB is strictly prohibited and is in violation of the proprietary rights of the RTB and / or its licensors.
20. This is a license, not a transfer of title, and is subject to the following restrictions: you may not:
- (a) use any automated process or software robot to view, download, print or otherwise use content from the Website;
  - (b) use the Website or Materials for the purpose of soliciting, for any product, solution, or service, companies that have listings or content included in the Website content;
  - (c) modify the Materials or use them for any commercial purpose, or any public display, performance, sale or rental, including, without limitation, posting the Materials on any network computer or broadcasting them in any media;
  - (d) decompile, reverse engineer, or disassemble software Materials except and only to the extent permitted by applicable law;
  - (e) remove any copyright or other proprietary notices from the Materials; or
  - (f) transfer such Materials to another person.
21. You agree to take reasonable steps to prevent any unauthorised copying of the Materials. RTB reserves all rights not expressly granted in these Terms of Use.

## **AVAILABILITY**

22. Although the RTB endeavours to ensure the Website is available at all times, there may be occasions when interruption to the Website may occur, e.g. to allow maintenance, upgrades and emergency repairs to take place, or due to failure of telecommunications links and equipment that are beyond our control. You agree that the RTB shall not be liable to you for any loss incurred by you resulting from the modification, suspension or discontinuance of the Website. You have sole responsibility for adequate protection and back up of any content and data you submit to the Website and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.
23. The RTB makes no warranty that the Services will meet your requirements or that the Services will be uninterrupted, timely, secure or error free, nor does the RTB make any warranty as to the results that may be obtained from the use of the Services, or as to the accuracy or reliability of any information obtained through the Services or that defects in the Services will be corrected. You agree that the RTB has no liability for failure of any Service to

function on your computer equipment. You acknowledge that the RTB is not an internet service provider and is not responsible for service levels of internet-related services or facilities that are not under the RTB's direct control.

#### **TERMINATION / SUSPENSION**

24. We reserve the right to change the content, presentation, performance, user facilities and availability of any part of this Website and any services provided through this Website at our sole discretion, including these Terms of Use for any reason without notice, without liability to you, any other user or any third party. You should check these Terms of Use regularly for any changes.
25. Upon termination, you will immediately destroy the Materials and all licenses herein shall immediately terminate.

#### **DISCLAIMER**

26. All use by you of this website is at your own risk. You assume complete responsibility for, and for all risk of loss resulting from, your downloading and / or using of, or referring to or relying on, information and or content provided on this website. You agree that the RTB will not be liable for damages arising out of your use or your inability to use this website or your reliance on any website content information or service availability, and you hereby waive any and all claims with respect thereto, whether based on contract, tort or other grounds.
27. This website is available to all users "as is". We make no representations, warranties or undertakings that this website, or the server that makes it available, will be free from defects, including, but not limited to viruses or other harmful elements. To the greatest extent permitted by applicable law, the RTB excludes any warranty expressed or implied, statutory or otherwise as to the quality, accuracy, timeliness, completeness, merchantability or fitness for a particular purpose of the materials and/or the services, and/or materials, goods, facilities and/or services advertised or purchased via this website. We accept no liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond our control, which corrupts or effects the administration, security, fairness and the integrity or proper conduct of any aspect of this website. To the greatest extent permitted by applicable law, all representations, warranties and conditions, either express or implied, statutory or otherwise are hereby excluded, including without limitation representations, warranties or undertakings about any of the content, information and / or materials on this website, including without limitation, their accuracy, their completeness or their merchantability, quality or fitness for a particular purpose.

#### **WAIVER**

28. Any waiver of any provision of these Terms of Use must be in writing and signed by the RTB to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these Terms of Use to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions. These Terms of Use, and our privacy statement represent the entire understanding and agreement between you and the RTB relating to use of this Website, and supersede any and all prior statements, understandings or agreements whether oral or written.

#### **LIMITATION OF LIABILITY**

29. To the fullest extent permitted by applicable law, neither the RTB nor any of its officers, directors, employees, affiliates, agents or other representatives will be liable for any loss or damages arising out of or in connection with your use of the Website or information or content

provided on the Website including, but not limited to, indirect, consequential or special loss or damages, loss of data, loss of income, goodwill, profit or opportunity, loss of or damage to property, exemplary or punitive damages whether in contract, tort or otherwise, even if the possibility of such damages had been advised, or such loss or damages were reasonably foreseeable.

30. In no event shall the RTB nor any of its officers, directors, employees, affiliates, agents or other representatives be liable for any damages whatsoever resulting from the statements or conduct of any third party or the interruption, suspension or termination of any services, whether such interruption, suspension or termination was justified or not, negligent or intentional.

## **INDEMNITY**

31. You agree to on demand indemnify, keep fully and effectively indemnified and hold harmless the RTB, its officers, directors, employees, agents, affiliates, suppliers and any other third party information service providers from and against all liabilities, claims, demands, losses, obligations, expenses, damages and costs, including legal costs, howsoever resulting from any violation or breach by you of these Terms of Use.

## **LINKS TO THIRD PARTY WEBSITES**

32. This Website may contain links to third party websites. Your use of third party websites is subject to the terms and conditions of use (if any) contained within each of those sites. The fact that the RTB provides links to third party sites does not mean that we endorse or agree with content posted on those sites. Instead we provide these links for your convenience only. Access to any other sites through this Website is at your own risk, and we are not responsible for the accuracy or liability of any information, data, opinions, statements made on these sites or the security of any link or communication with those websites. We reserve the right to terminate a link to a third party site at any time. No judgment or warranty is made with respect to the accuracy, timeliness or suitability of the content of any third party site, and any and all liability which might arise out of, or in connection with, your use or reliance on the content of or information on, or the performance of, any third party site is excluded.
33. You acknowledge and agree that after leaving this Website, whether via a hypertext link or otherwise, we cannot be responsible in any way for any material that you encounter and we exclude to the fullest extent permitted by law all liability that may arise with respect to or as a result of such material causing any damage, costs, injury or financial loss of any kind.

## **PRIVACY STATEMENT**

34. We respect and protect your privacy and the privacy of the individuals who access this Website and use its facilities. Users should note that we use cookies and there are circumstances in which we disclose information submitted through this website to third parties. For full details of the manner in which we protect your privacy while discharging our statutory duties please read our Privacy Statement (available on [www.rtb.ie](http://www.rtb.ie)), which is hereby incorporated into and forms part of these Terms of Use.

## **GOVERNING LAW**

35. In accessing this Website, you do so at your own risk and on your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable. These Terms of Use shall be governed by and construed in accordance with the laws of Ireland, and you hereby agree for the benefit of the RTB, and without prejudice to the right of the RTB to take proceedings in relation to these Terms of Use before any other court of competent jurisdiction, that the courts of Ireland shall have jurisdiction to hear and determine any action or proceedings that may arise out of or in connection with these Terms of Use, and for such purposes you irrevocably submit to the jurisdiction of the courts of Ireland.