



Terms and Conditions for whoops.ie website

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Please read these terms and conditions carefully.

This page sets out the terms and conditions under which McSharry Foley Ltd, trading as whoops.ie provides information on the whoops.ie website as well as the terms and conditions governing your use of this website and any e-mail correspondence between you and whoops.ie.

Affirmation

By entering this website, you are deemed to have read and consented to being bound by these terms and conditions by reason of your continued use of this website. We reserve the right to change these terms and conditions or policies regarding the use of this website at any time and to notify you by posting an updated version of the terms and conditions on this website. Your continued use of the website following the posting of changes to the terms and conditions will mean that you accept those changes.

Application

The website is directed at residents of Ireland (excluding Northern Ireland) and our products and services are only for use by persons resident in Ireland (excluding Northern Ireland). No representations are made as to whether the information is appropriate for any other country or jurisdiction.

Service Access

Whilst whoops.ie endeavours to ensure that this website is available 24 hours a day, whoops.ie will not be liable if, for any reason, any part of the website is unavailable at any time or for any period. Access to the website may be suspended temporarily and without notice in the case of system failure, maintenance or repair, or for reasons beyond whoops.ie's control. The website is provided on an "as is" and "as available" basis.

Downloading information from the Website

If you download information from this website and use that information otherwise than in accordance with any restrictions of use notified to you, you hereby agree to indemnify McSharry Foley Limited against any loss or damage incurred by McSharry Foley Limited (including, without limitation, any legal fees) arising directly or indirectly from your non-authorized use of any such information.

Accuracy of Information

This website contains information. Although whoops.ie has made all reasonable efforts to ensure the information on the website is accurate at the time of inclusion, neither whoops.ie nor any contributors to the website represent that this is the case and it should not be relied upon as such. Whoops.ie and contributors to the website exclude all express or implied conditions, warranties and other terms, including without limitation, any relating to the accuracy, correctness, completeness, timeliness, reliability or otherwise of the website. If you discover an error on the website, please let us know by sending an email to info@acorninsurance.ie.

The information on the website may be changed or updated without notice. Whoops.ie may also make improvements and/or changes in the products and/or services described on the website at any time without notice. Any opinions or estimates reflect whoops.ie's view at the time given and are also subject to change without any notice.

Intellectual Property

All intellectual property rights in the website (including but not limited to all copyrights in text and graphic images and trade marks) are owned by or licensed to McSharry Foley Limited.

You may cite or refer to the information on the website and make copies of the information for your own personal use provided that all copyright and other proprietary notices are retained. When you cite or refer to that information, you do not obtain any ownership rights in that information. You may not:

- (a) distribute the text or graphics for any purposes to others without the express written permission of McSharry Foley Limited;
- (b) duplicate, reproduce or adapt in any form or media this information on any other website without the express written permission of McSharry Foley Limited;
- (c) modify, adapt or revise the text, graphic designs or images on this website.

To request the permission referred to in (a) and (b) above, please email us at info@mcsharryfoley.ie. Please include your name, address and telephone number, and a description of the proposed extent, purpose and distribution of your copying.

Hypertext Links

Some pages on this website may provide hypertext links to other sites not maintained by whoops.ie. Links to other sites are provided as a free service and when you enter these sites, you will not be subject to these terms and conditions. Because those other sites are not under our control, we cannot guarantee the quality, accuracy or performance of those sites. Nor is our connection to those sites an endorsement or adoption of the views expressed or of the products and services sold or advertised on those sites. Questions about the content of those sites should be directed to their authors. Please note that under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any of those other sites.

If you would like to provide a hypertext link from your site to the whoops.ie website, please request our permission before doing so. To request such permission, please email us

at info@mcsharryfoley.ie. Please include your name, address and telephone number, a description of your site and the reason why you would like to establish a link to this website. If you do include a hypertext link from your site to the website, you hereby agree to indemnify McSharry Foley Limited against any loss or damage incurred by McSharry Foley Limited (including, without limitation, any legal fees) arising directly or indirectly as a result of including such hypertext link on your site. In addition, we reserve the right to rescind any permission granted by us, whether express or implied, and to require termination of any such link to the website, at our discretion at any time.

Marketing: Your Conduct

You may not misuse the website (including, without limitation, by hacking). You are prohibited from posting or transmitting to or from the website any information:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience of any kind or nature; or
- (b) for which you have not obtained all licences and/or approvals that may in the circumstances be necessary; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, or is otherwise contrary to the law of, or infringes the rights of any third party which are enforceable in Ireland or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious or deleterious software or harmful data).

McSharry Foley Limited will fully cooperate in accordance with Irish law with any law enforcement authorities or court order requesting or directing whoops.ie to disclose the identity or locate anyone posting any information in breach of (a) to (d) above.

Products and Services

Please note that the information contained in the website should not be viewed as an offer to sell or as a solicitation to purchase any of our products or services. Rather, the information on our products and services is provided to you so that you can learn what products and services whoops.ie generally offers. Insurance coverage statements on the website are for general description purposes only. The website does not amend, modify or supplement the policies. Furthermore, not all insurance products are available to every customer. Consult the actual policy, if applicable, or email us at quote@whoops.ie and we will provide you with a contact person who can supply you with details regarding terms, conditions, covers, exclusions, products, and services.

Disclaimer

McSharry Foley Limited, and any company in the McSharry Foley Group from time to time, any other party (whether or not involved in creating, producing, maintaining or delivering the website) and any officers, directors, employees, shareholders or agents of McSharry Foley Limited and any company in the McSharry Foley Group from time to time, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you

or a third party (including without limitation, any direct, indirect, punitive, special exemplary or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption and whether in tort, (including without limitation, negligence) contract or otherwise) in connection with the website in any way or in connection with the use, inability to use, or the results of use of the website, any sites linked to the website, or the information on such sites, including but not limited to loss or damage due to viruses that may affect your computer equipment, software, data or other property.

Professional Advice

The information provided on the website is distributed with the understanding that whoops.ie is not providing professional advice of any type. If you have a question requiring professional advice, such as a question relating to law, tax or financial planning, please seek the advice of a qualified professional in the relevant field.

Enforceability of These Provisions

Should any of these terms and conditions be held invalid, that invalid provision shall be construed to be consistent with the applicable law, and in a manner so as to remain consistent with the original intent. Provisions not otherwise held invalid shall remain in force.

Data Protection

Please refer to our Data Protection Policy set out in the Terms of Business of whoops.ie relating to Data Protection. By using this website you consent to the processing of personal information, described in these Terms of Business.

If you provide us with contact information relating to third parties, you will, through your direct contact with the data subjects, take all steps necessary to legitimise your processing of their personal information as described in these terms and conditions (including by obtaining consent of the data subject to processing, to provide information to the data subjects to ensure fair processing of their information (including information as to our name and address, your disclosure of information to us for the purposes as described above, our possible further disclosure of information as necessary for the purposes described above, and the data subject's rights of access and correction as described above) and otherwise to ensure the fairness and lawfulness of all processing of information relating to the data subject. By providing whoops.ie with any information originating from a third party data subject, you confirm that you have taken and completed these steps.

Marketing Consents

Please refer to the Data Protection Policy set out in our Terms of Business and the Privacy Statement set out in our Product Suitability Statement for terms and conditions relating to Marketing Consent.

Regulatory Details

"whoops.ie " is a trading name of McSharry Foley Limited.

McSharry Foley Limited is registered in Ireland with company number 80519; registered office is Stephen Street, Sligo.

McSharry Foley Limited trading as whoops.ie and McSharry Foley is regulated by the Central Bank of Ireland.

Termination

We will be entitled to immediately terminate your use of the website if we consider that you have failed to comply with any of these terms and conditions.

General

Our failure to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed by us in writing. You are not entitled to assign all or any of your rights or obligations under these terms and conditions. The section titles in these terms and conditions are solely used for yours and our convenience and have no legal or contractual significance.

Governing Law and Jurisdiction

These terms and conditions and any dispute, action, suit, controversy, proceeding or claim of whatever nature arising out of or in any way relating to these terms and conditions ("Proceedings") shall be governed by and construed in all respects in accordance with the laws of Ireland. It is irrevocably agreed that the Irish Courts are to have jurisdiction to settle any Proceedings which may arise out of or in connection with these terms and conditions or their performance and, accordingly, that any Proceedings so arising may be brought in such Courts. This clause is for the exclusive benefit of McSharry Foley Limited and nothing in this clause will limit that party or the parties' right(s) to take any Proceedings against you in any other Court(s) of competent jurisdiction.