

# Terms of service

## Charges and Cancellations

You agree that DoTheFinancials may charge to Your credit card or other payment mechanism selected by You and approved by DoTheFinancials (“Your Account”) all amounts due and owing for the Services. All payments made by you to us under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to domestic or cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us is equal to the amount then due and payable under this Agreement. DoTheFinancials may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that DoTheFinancials will provide you with prior notice and an opportunity to terminate your Account if DoTheFinancials changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.

## Operating your account

You confirm in agreeing to these terms that you will not allow your account to be used by third parties except where they are collaborating on a joint endeavour, assessing your data for the purposes of offering advice, rating your efforts or assessing funding requirements. DoTheFinancials reserves the right to block accounts where there is reasonable evidence of improper use.

## Data protection

### Who we are

DoTheFinancials and other sites are owned and operated by, FaB Practice Limited, Registered No. 487914, with registered offices at, Building 6500 Unit E, Cork Airport Business Park, Kinsale Road Cork. T12 TP8H

### What we use your data for

We may collect your individual contact and other information you provide to enable you to use our websites and for us to fulfil any orders you make, or otherwise to communicate with you in relation to upgrades and other matters specifically relating to the sites you have registers on.

### Who we share with

Our business partners, customers, suppliers and sub-contractors for the performance of any contract or other dealings we have in the normal course of business with you or the person that you work for. Payment processing service providers (such as Stripe, Worldpay and GoCardless) in connection with purchases you make from us.

Our auditors, legal advisors and other professional advisors or service providers;

### How long we retain your data

We process personal data only for so long as is necessary for the purpose(s) for which it was originally collected, after which it will be deleted or archived except to the extent that it is necessary

for us to continue to process it for the purpose of compliance with legal obligations to which we are subject or for another legitimate and lawful purpose.

## Your rights

You have the following rights in relation to personal data relating to you that we process:

- You may request access to the personal data concerned.
- You may request that incorrect personal data that we are processing be rectified.
- In certain circumstances (normally where it is no longer necessary for us to continue to process it), you may be entitled to request that we erase the personal data concerned.
- Where we are processing your personal data for marketing purposes or otherwise based on our legitimate interests, you may in certain circumstances have a right to object to that processing.
- Where we are processing personal data relating to you based on your prior consent to that processing (such as in relation to marketing by email), you may withdraw your consent, after which we shall stop the processing concerned.

To exercise any of your rights (including withdrawing relevant consents or obtaining access to your personal data), you should **contact us** as set out above. To unsubscribe from any electronic newsletters or other marketing communications, you can click on the unsubscribe link in the relevant communication.

If you have a complaint about any processing of your personal data being conducted by us, you can contact us or lodge a formal complaint with

The Data Protection Commission (DPC) - the Irish supervisory authority for the General Data Protection Regulation (GDPR).

## Security of data

All personal data processed by us is stored securely (the level of security being appropriate to the nature of the data concerned and the other relevant circumstances).

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our website and any transmission is at your own risk. Once we have received your information, we will use appropriate procedures and security features to try to prevent unauthorised access.

In addition to the normal caution you should apply to sharing your credentials

## Date of this policy

This policy was update on 31 Oct 2022

## Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by Irish and international copyright laws. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as a necessary outcome of the site's primary functions of aiding in the teaching, learning and production of financial information, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly

displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## Disclaimer

While we make every effort to ensure the accuracy of calculations, outputs and information you understand and agree that the services are provided “as is” and DoTheFinancials, its affiliates, suppliers and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. DoTheFinancials, its affiliates, suppliers and resellers make no warranty or representation regarding the results that may be obtained from the use of the services, regarding the accuracy or reliability of any information obtained through the services or that the services will meet any user’s requirements, or be uninterrupted, timely, secure or error free. Use of the services is at your sole risk. Any material and/or data downloaded or otherwise obtained using the services is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the services. The entire risk arising out of use or performance of the services remains with you. DoTheFinancials does not assume any responsibility for retention of any user information or cannot guarantee and does not promise any specific results from use of the services. Use is at your own risk.

## Legal

This agreement will be governed by the laws of Ireland