

Tax Adviser Portal - Terms and Conditions

This agreement is made on the ____ day of _____, 20 ____

Between:

J & E Davy Unlimited Company trading as Davy, having its registered office at 49 Dawson Street, Dublin 2 (“**Davy**”, “**we**” and “**our**”)); and

[insert name and address of Tax Pack Adviser firm]

These Terms and Conditions (“**Terms**”) cover access to, and use of Davy’s Tax Adviser Portal by any Tax Adviser that interacts with Davy through the Portal (“**you**” or “**your**”). By using or accessing the Portal, you agree to be bound by these Terms:

The parties hereby agree as follows:

1 Definitions and Interpretations

“**Administrator(s)**” means the person(s) nominated by you to have access to the Portal including the ability to provide access to employees of the appointed firm as users and enable/disable access to the Portal.

“**Confidential Information**” means all confidential information relating to Davy, its clients, the Portal and its Materials..

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“**Material(s)**” means any documents, data, information and other materials uploaded to the Portal.

“**Portal**” means a secure area of the Davy internet site being made available to you, the Tax Adviser, for the purposes of accessing information related to your clients.

“**User(s)**” means employees of the Tax Adviser firm that have been granted access to the Portal as nominated by you.

These Terms do not limit or affect any obligations or duties you have, or any rights or remedies we have, under any separate agreement, including with respect to data protection or any services or similar agreement between us, in respect of matters not covered by these Terms.

2 Obligations of the Tax Adviser

2.1 You acknowledge that access to the Portal is restricted to the Administrators and Users only.

2.2 You agree to be bound by these Terms and on the Portal, and shall ensure that all its Administrators and Users shall be familiar with and comply with such terms, as amended.

2.3 You agree to notify Davy immediately of the change of an Administrators. Furthermore, you understand that Davy may send a bi-annual request in writing to confirm the list of Administrators and Users and you agree to respond within the timeframe set out in that correspondence confirming the list of Administrators and Users.

2.4 You acknowledge that you are responsible for all activities occurring under your account on the Portal and for keeping all security and log in details secure.

2.5 You shall be liable for and agree to defend and indemnify Davy and its directors, officers, employees, agents and affiliates (the “Indemnified Parties”) and hold them harmless from and against any and all claims, demands, losses, liabilities, damages, judgements, actions, proceedings, settlements, penalties, fines, costs, and expenses (including but not limited to each loss, liability and costs reasonably incurred as a result of defending or settling a claim alleging such liability) of whatever kind of nature, known or unknown, contingent or otherwise, paid or asserted against the Indemnified Parties arising out of or in connection with the default, negligence or bad faith of your officers, employees, agents or subcontractors in carrying out its obligations under this Agreement.

2.6 Except as authorised or required by its duties, the Tax Adviser shall:

- you have capacity and are duly authorised to consent to the use of E-Signatures on behalf of the relevant entity for the purposes of agreeing to, authenticating and being bound by the terms of the documents being executed;
- use the Confidential Information strictly and solely for the purpose communicated to you by us (“Purpose”) and for no other reason, matter or purpose of any nature whatsoever;
- treat and safeguard as private and confidential all Confidential Information;
- not at any time to disclose, or otherwise disseminate the Confidential Information to any person except to its officers, employees or consultants who require the Confidential Information for the Purpose, and you shall procure that all such persons who have access to any Confidential Information shall be made aware of and shall agree to observe and be bound by terms equivalent to those in these Terms;

- keep the Confidential Information secure and in strict confidence with the same care as you use or would use to protect your own confidential information and in any event with all due care.

2.7 If it is discovered that any unauthorised use or disclosure of the Confidential Information has been made by you, you must immediately advise us in writing of the full extent and nature of such unauthorised use or disclosure and when and to whom same was made and must take any and all such steps as we may require to remedy the situation.

3 Obligations of Davy .

3.1 Davy agrees to provide the following information to the Tax Adviser via the Portal:

Tax Packs & any other applicable Tax documents related to clients

3.2 Davy's maximum aggregate liability under or in connection with these Terms and/or arising out of or in connection with the Portal and/or Materials (whether in contract, tort including negligence, equity or otherwise) is in all circumstances limited in aggregate to Ten Thousand Euros (€10,000). We are not liable for any indirect or consequential damages including, but not limited to, loss of profit, loss of business, business interruption or loss of business opportunity arising from or in connection with the use of the Portal or Materials. Similarly, we shall not be liable if any Material infringes your privacy, good name or other rights. We are not liable for any loss of data, deletion or destruction of Materials or damage to your device or software.

4 Termination .

4.1 Either party may terminate the Agreement with immediate effect by written notice to the other party without specifying any reason for such termination.

4.2 We have the right to suspend, restrict or terminate your access to and use of the Portal and/or your account with or without notice to you if we consider that:

- (a) you are in breach of these Terms;
- (b) you are using the Portal in a manner that would cause a risk of harm or loss to us or other users; or
- (c) if we are no longer making the Portal available.

On termination of your account for any reason, all rights granted to you under these Terms cease and you must immediately cease all activities authorised by these Terms.

5 Access .

5.1 The Tax Adviser shall, and will procure that each User and Administrator shall:

(a) only access the Portal using the appropriate access.

(b) not attempt to gain unauthorised access to the computer system of Davy

(c) inform Davy immediately on becoming aware of any unauthorised access to the Portal amounting to breach of security, including compromise of any information concerning the access of the User or Administrator.

5.2 Davy may decide to discontinue or change access to all or some features of the Portal, with or without notice at our complete discretion. It is important that you have a separate copy of all Materials and do not use the Portal as your means of primary storage for the Materials.

5.3 Davy does not warrant that access to, or use of, the Portal and/or the Materials will always be available, uninterrupted, error free or secure and that defects will be corrected, or that the Portal, Materials or the technology that make it available are free of bugs, viruses or omissions. You should always use your own virus protection software.

5.4 The Portal and all Materials are provided on an 'as is' and 'as available' basis and without any representations or any kind of warranty (whether express, implied or statutory), including with respect to merchantability, fitness for a particular purpose, non-infringement, compatibility, security, continuity and accuracy, compliance with these Terms or otherwise to the extent permitted by applicable law. All implied terms, conditions, warranties and representations are excluded to the extent permitted by applicable law.

5.5 You use and access the Portal at your own risk.

6 Data Protection .

The Materials communicated through the Portal may contain personal data relating to individuals. You must comply with all applicable data protection and privacy laws applicable in Ireland, as may be amended or replaced from time to time, including the Data Protection Acts 1988 to 2018, European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, and General Data Protection Regulation ((EU) 2016/679) ("GDPR"), in respect of any Personal Data (as defined in the GDPR) contained in the Materials, or otherwise

shared on the Portal. You must not do (or omit to do) anything with any such Personal Data that would cause us to breach any such laws. You must comply with any agreements you enter into with us related to the sharing, transfer (particularly to outside the EEA) or processing of personal data, as if such terms are incorporated into these Terms.

From time to time, Materials may be archived or deleted and no longer accessible through the Portal. Therefore, the Portal should not be considered a permanent repository of Materials, and you should maintain your own records where necessary

7 Materials .

No warranties or representations, express or implied, are given or liability accepted by Davy or its affiliates or any directors or employees in relation to the accuracy, fairness or completeness of the Materials. Davy may amend, update, suspend or delete any Materials on the Portal without notice at any time and at our sole discretion.

The Materials are the property of Davy, or its licensors, and is protected by copyright and other intellectual property laws. You may not copy, transmit, amend, reproduce or redistribute in any form whatsoever information contained on this site without the prior written consent of Davy.

All rights in the Portal are reserved. Your access and use of the Portal grants you no rights in relation to the Portal except as expressly stated in these Terms.

8 Successors and Assigns.

The provisions of this Agreement are not assignable or transferrable by the Tax Adviser

Registration Details

Registration details

Contact name within tax adviser firm

Firm address

*Insert administrator details below. All fields below are mandatory. Mobile number is mandatory for two-factor security.

First Name	Surname	*Email	*Mobile Number

Signed for on behalf of the tax adviser

Authorised signature:

Authorised signatory of:

-

Witness signature:

Name and address of witness:

-

(insert name of Tax Adviser firm)

(name in block capitals)

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