
TERMS AND CONDITIONS

BACKGROUND:

This agreement applies as between you, the User of this Website and Mobile Applications and Istoechas , the owner(s) of this Website and Mobile Applications. Your agreement to comply with and be bound by Clauses 1 – 3, 5 – 9, the relevant sub-Clauses of 11 and 12 – 21 of these Terms and Conditions is deemed to occur upon your first use of the Website and Mobile Applications. Clauses 4, 10 and the relevant sub-Clauses of 11 apply only to Paid Content and subscriptions. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website and Mobile Applications immediately.

This Website and Mobile Applications, www.istoechas.com is owned and operated by Istoechas , a Private limited company registered in the Republic of Ireland, whose registered address is The Plaza Office Suite, Headford Road, Galway.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by Users to access Paid Content and / or any communications System on the Website and Mobile Applications;
“Content”	means any text, forms, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer(s) and server(s) that appears on or forms part of this Website and Mobile Applications;
“Free Content”	means any Content that is accessible without the payment of a Subscription Fee;
“Learning Establishment”	means any provider of education to persons of any age including, but not limited to, Private, schools, colleges, universities and professional / adult education providers;
“Paid Content”	means Content accessible only upon the creation of an Account and the payment of a Subscription Fee;

“Service”	means collectively any online facilities, tools, services or information and data gathering, storing, computing and analysing that Istoechas makes available through the Website and Mobile Applications either now or in the future;
“Subscription Fee”	means the sum of money paid by my monthly, yearly, usage storage, staff adding intervals, excluding and or including value added tax, to keep their Account active and to enable them to access Paid Content;
“Subscription Period”	means the period for which a subscription has been purchased and may refer to monthly, yearly, usage storage, staff adding intervals, excluding and or including value added tax accordingly;
“System”	means any online communications infrastructure that Istoechas makes available through the Website and Mobile Applications either now or in the future. This includes, but is not limited to, Graphical User Interface, Data Analysis, Data Collection of all forms, Graphs and Charts, Data Tables, Data Modelling and Data Prediction, Server storage, temporary data storage, web-based email, forums, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Website and Mobile Applications and is not employed by Istoechas and acting in the course of their employment;
“Website and Mobile Applications”	means the website and Mobile web and Applications that you are currently using www.istoechas.com and any sub-domains of this site (www.istoechas.com) unless expressly excluded by their own terms and conditions; and
“We/Us/Our”	means Istoechas , a limited company registered in Ireland, whose registered address is The Plaza Office Suite, Headford Road, Galway

2. Intellectual Property

2.1 Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Website and Mobile Applications, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Istoechas or our affiliates. By continuing to use the Website and Mobile Applications you acknowledge that such material is protected by applicable Ireland, the European Union and International intellectual property and other laws.

2.2 Material from the Website and Mobile Applications may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or those detailed in Clauses 3 and 4 of these Terms and Conditions apply.

3. Use of Free Content

You may print, reproduce, copy, distribute, store or in any other fashion re-use Free Content from the Website and Mobile Applications for personal or educational purposes only unless otherwise indicated on the Website and Mobile Applications or unless given Our express written permission to do so. Specifically you agree that:

3.1 You will not use the Free Content of the Website and Mobile Applications for commercial and or enterprise purposes unless given Our express written permission to do so.

3.2 You will not systematically copy Free Content from the Website and Mobile Applications with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so.

3.3 You may, as a student of a recognised Learning Establishment, use the Free Content of the Website and Mobile Applications for educational purposes provided an appropriate reference is given for all Free Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.

3.4 Employees of Learning Establishments may use the Free Content of the Website and Mobile Applications for teaching purposes subject to the following conditions:

3.4.1 no further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and

3.4.2 for use in profit-making Learning Establishments, Our prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

4. Use of Paid Content

4.1 Payment of a Subscription Fee grants you a licence to use all Paid Content on the Website and Mobile Applications for the duration of your subscription. You may use such Content in the following ways:

4.1.1 for personal and or personal business purposes; or

4.1.2 as a student only, for educational purposes

4.2 Commercial use of Paid Content is not permitted under the terms of a normal subscription. Please contact Us for details of commercial level subscriptions and the accompanying Terms and Conditions.

4.3 Employees of Learning Establishments are not permitted to use Paid Content for teaching purposes under the terms of a normal subscription. Please contact Us for details of education level subscriptions and the accompanying Terms and Conditions.

4.4 Under such a licence, you agree that:

4.4.1 you will not use the Paid Content of the Website and Mobile Applications for commercial purposes unless given Our express written permission to do so;

4.4.2 you will not systematically copy Paid Content from the Website and Mobile Applications with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given Our express written permission to do so; and

4.4.3 you may, as a student of a recognised Learning Establishment, use the Paid Content of the Website and Mobile Applications for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment.

5. Third Party Intellectual Property

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clauses 3 and 4 of these Terms and Conditions to use Content from the Website and Mobile Applications. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

6. Links to Other Websites

This Website and Mobile Applications may contain links to other sites. Unless expressly stated, these sites are not under the control of Istoechas or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website and Mobile Applications does not imply Our endorsement of the sites themselves or of those in control of them.

7. Links to this Website

Those wishing to place a link to this Website and Mobile Applications on other sites may do so only to the home page of the site www.istoechas.com without Our prior permission. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at info@istoechas.com

8. Use of Communications Facilities

8.1 When using any System on the Website and Mobile Applications you should do so in accordance with the following rules:

8.1.1 you must not use obscene, arrogant, disrespectful or vulgar language;

8.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, treachery, harassing, defamatory, ageist, sexist or racist;

8.1.3 you must not submit Content that is intended to promote or incite violence, social, professional or personal manipulation and motives;

8.1.4 it is advised that submissions are made using the English language(s) as We may be unable to respond to enquiries submitted in any other languages;

8.1.5 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

8.1.6 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be genuinely incidental;

8.1.7 you must not impersonate other people, particularly employees and representatives of Istoechas or Our affiliates; and

8.1.8 you must not use Our System for unauthorised mass-communication such as “spam” or “junk mail”;

8.2 You acknowledge that Istoechas reserves the right to monitor any and all communications made to Us or using Our System.

8.3 You acknowledge that Istoechas may retain copies of any and all communications made to Us or using Our System.

8.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

9. Accounts

9.1 In order to access Paid Content on this Website and Mobile Applications and to use certain other parts of the System, you are required to create an Account which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Website and Mobile Applications you represent and warrant that:

9.1.1 all information you submit is accurate and truthful;

9.1.2 you have permission to submit Payment Information where permission may be required; and

9.1.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

9.2 Sharing of accounts is not permitted unless We expressly authorise it in writing. You are required to keep your Account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

9.3 When choosing your username you are required to adhere to the terms set out above in Clause 8. Any failure to do so could result in the suspension and/or deletion of your Account.

10. Subscriptions and Cancellation

10.1 Subscription charges commence on the date that you activate your subscription. Your credit / debit card will be billed on activation and Yearly or Per Monthly thereafter until you cancel your recurring subscription under sub-Clause 10.7.

10.2 Your first payment will be at the price advertised on the Website and Mobile Applications. Istoechas reserves the right to change Subscription Fees from time to time and any such changes may affect your subscription rate:

10.2.1 increases in price will not be reflected in your subscription on the date of the immediately subsequent renewal; and

10.2.2 decreases in price will not be reflected in your subscription on the date of the immediately subsequent renewal.

For further information on subscriptions and pricing, please visit Our subscriptions page.

10.3 No part of this Website and Mobile Applications constitutes a contractual offer capable of acceptance. Your order for a subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you a subscription confirmation email. Only once We have sent you a subscription confirmation email will there be a binding contract between Istoechas and you.

10.4 Subscription confirmations under sub-Clause 10.3 will be sent to you immediately upon your activation of a subscription and shall contain the following information:

10.4.1 Confirmation of the subscription including full details of the main characteristics of the Paid Content available through your subscription;

10.4.2 Fully itemised pricing for your subscription including, where appropriate, taxes and any other additional charges;

10.4.3 The applicable times and dates for your subscription (including the commencement date, expiry and/or renewal date);

10.4.4 A confirmation of your express request that the Paid Content is made available to you immediately and that this will constitute a waiver of your statutory right to cancel as detailed below in sub-Clause 10.5; and

10.5 Provision of Paid Content shall commence immediately upon Our confirmation of your subscription. When completing the subscription process, you will be required to expressly acknowledge that you wish the Paid Content to be available immediately. You will also be required to expressly acknowledge that by doing so, you will lose your statutory right to cancel your contract with Istoechas as detailed below in sub-Clause 10.6.

10.6 If you are a consumer based within the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between Istoechas and you is formed (as explained in sub-Clause 10.3) and ends at the end of 14 calendar days after that date. Under normal circumstances, the provision of Paid Content begins immediately upon Our confirmation of your subscription. As set out in sub-Clause 10.5, by expressly requesting this, you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.

10.7 You may cancel at any time after subscribing, however subject to sub-Clause 10.8, no refunds can be provided and you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the renewal date whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription.

10.8 If you subscribe in error you must inform Us within 14 days of subscribing and must not use the Paid Content during that time. This provision also applies to automatic renewals of subscriptions which you may have forgotten to cancel. If any use of Paid Content during this time period can be traced to your Account, however, no refund can be provided and you will continue to have access to the Paid Content for the duration of the relevant Subscription Period.

10.9 Istoechas offers an Agency Program, an Institutes and Promotion Program, to help others prosper, though it is at the Sole discretion of Istoechas to cancel those programs at any given moment without proper consent to the users/clients/affiliates if it deems the programs are not fit for purpose or if any misconduct of the programs are identified that would cause the Istoechas Software ecosystem to be compromised to its customers and to Istoechas .

11. Termination

11.1 Either Istoechas or you may terminate your Account and (where relevant) your subscription. If We terminate your Account or subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving reasons.

11.2 If We terminate your Account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.

11.3 If We terminate your Account or subscription for any other reason, you will be refunded any remaining balance of your Subscription Fee. Such a refund will be calculated based upon the Subscription Fee being divided by the number of days in the applicable Subscription Period

and multiplied by the number of days remaining until the end of the Subscription Period.

11.4 If We terminate your Account or subscription, you will cease to have access to Paid Content from the date of termination.

11.5 If you terminate your Account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period as per sub-Clause 10.7.

12. Privacy

12.1 Use of the Website and Mobile Application is also governed by Our <https://istoechas.com/privacy> which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

12.2 The Website and Mobile Applications places the following cookies onto your computer or device. These cookies are used for the purposes described herein. Full details of the cookies used by the Website and Mobile Applications and your legal rights with respect to them are included in Our <https://istoechas.com/privacy>. By accepting these Terms and Conditions, you are giving consent to Istoechas to place cookies on your computer or device. Please read the information contained in the Privacy Policy prior to acceptance.

Name of Cookie	Name of Provider	1 st / 3 rd Party	Purpose
_ga	Google Analytics	3 rd	Gathers data on the user this pertains seeing what pages/interactions the user has with the website and the data.
_gat	Google Analytics	3 rd	Same as above
cb-enabled	CookieBar.js	3 rd	Script that enables users to save cookies acceptance.
Connect.sid	Express.js	3 rd	Session for express in node.js.

12.3 If you wish to opt-out of Our placing cookies onto your computer or device, you may also wish to delete cookies which have already been placed. For instructions on how to do this, please consult your internet browser's help menu for clearing data and cookies history on your browser(s).

13. How We Use Your Personal Information (Data Protection)

13.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

13.2 We may use your personal information to:

13.2.1 Provide Our Service to you;

13.2.2 Process your payments to Us; and

13.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

13.3 In certain circumstances (if, for example, you wish to make a purchase on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

13.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

14. Legal Rights and Disclaimers

14.1 We make no warranty or representation that the Website and Mobile Applications will be compatible with all systems, or that it will be secure.

14.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website and Mobile Applications will be accurate and up to date, We make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our Service.

14.3 No part of this Website and Mobile Applications is intended to constitute advice and neither the Content nor the Paid Content of this Website and Mobile Applications should be relied upon when making any decisions or taking any action of any kind.

14.4 The information on this Website and Mobile Applications is not designed with commercial purposes in mind. We make no representation or warranty that this Content (or Paid Content) is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.

14.5 When providing digital content to consumers (in this instance, the Paid Content), We are required to provide digital content that is of satisfactory quality, fit for any purpose made known to us (whether expressly or impliedly), and in accordance with any descriptions (and pre-contract information) given by Us. This includes any digital content we may subsequently modify.

14.6 Whilst We exercise all reasonable skill and care to ensure that the Website and Mobile Applications is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

15. Availability of the Website and Mobile Applications and Modifications

15.1 We accept no liability for any disruption or non-availability of the Website and Mobile Applications resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, server(s) failure, natural events, acts of war or legal restrictions and state-mandated censorship.

15.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website and Mobile Applications including, but not limited to, the Content and/or Paid Content available. Where any Paid Content is made unavailable and you are entitled to a refund as a result, We will inform you of the refund due and it will be paid within 14 days using the same method originally used by you. These Terms and Conditions shall continue to apply to any modified version of the Website and Mobile Applications unless it is expressly stated otherwise.

16. Limitation of Liability

16.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website and Mobile Applications or the use of or reliance upon any content included on the Website and Mobile Applications.

16.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website and Mobile Applications or any content included on the Website and Mobile Applications.

16.3 The Website and Mobile Applications is intended for non-commercial use only. If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business

interruption; or for any indirect or consequential loss or damage.

16.4 We exercise all reasonable skill and care to ensure that the Website and Mobile Applications is free from viruses and other malware. Subject to sub-Clause 14.7, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website and Mobile Applications (including the downloading of any content from it) or any other site referred to on the Website and Mobile Applications.

16.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Website and Mobile Applications resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, server(s) failure, natural events, acts of war, or legal restrictions and censorship.

16.6 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

16.7 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

17. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

18. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

19. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Istoechas .

20. Communications

20.1 All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to confer@prefarmm.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please click on the Undescribe link you receive from us if we shall include this service.

21. Law and Jurisdiction

21.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with Irish and European law.

21.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of the Republic of Ireland.

21.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

21.4 Istoechas holds no liability whatsoever for any viruses or malfunctioning of the Customers/Clients computer(s)/device(s) in the process of using the Website and Mobile Applications and in the cloud database service of www.istoechas.com. The Customers/Clients hold full responsibility for the security and proper management of their computer and device system(s) and in the practices they carry out on their premises using the suggested information on Website and Mobile Applications, and in any digital correspondence.

21.5 Istoechas has ensured that all necessary steps are taken for the testing and security of the cloud software application with SSL certification and proper industry practises, though this does not mean that an unforeseen software bug(s) cannot arise in the change of technology stack with time including web site browsers and operating systems, or that hackers and malfunctions in the cloud software application can occur, whilst every step is taken to prevent this, Istoechas cannot guarantee an illegal 3rd party hacking or malfunction or software or hardware (including your devices) failure for any reasons. It is up to the Client/Customer to monitor their personal computing system and internet and not to open or download spam or suspicious files or attachments. The istoechas.com Website and Mobile Applications will display a lock symbol to the left of the browser bar to ensure SSL/TLS certification, if this symbol is not seen, then the Website and Mobile Applications is not authentic.