

## Advertising Terms & Conditions

1. This page contains the terms and conditions on which Maynooth University and Studentpad (software provider) advertises properties on its website [www.maynoothstudentpad.ie](http://www.maynoothstudentpad.ie).
2. [www.maynoothstudentpad.ie](http://www.maynoothstudentpad.ie) is a site operated by Maynooth University and Studentpad Limited. Studentpad's main trading address is The Old Flying Club, Office Suite 19, Skillings Lane, Brough, East Yorkshire HU15 1EN

The term Studentpad shall include any third party institution/affiliated partner working with Studentpad to provide content for the Site.

3. The information on the Site constitutes an invitation to you to offer details of your property to Studentpad to be advertised on the Site.
4. You warrant to Maynooth University that:-
  - You are the Landlord/Agent for this property
  - Your property complies with any laws applicable in the Republic of Ireland
  - You will accept the usage of Mailshot through the Site as the method of communication between Maynooth University and the Landlord/Agent
  - The property is fit for purpose, in good condition and you will maintain this condition throughout the tenancy. Further information can be found via Threshold or the PRTB, Residential Tenancies Act 2004 and Housing (Standards for Rented houses) Regulations 2008.
  - The property will not be deemed to have any deficiencies (bearing in mind the use for which such property is intended).
  - The property is free from unnecessary and avoidable hazards; where hazards are necessary or unavoidable, they should be made as safe as reasonably possible
  - Landlord name and contact details may be shared with relevant offices within the University if complaints are received about tenants at your property
5. You undertake to ensure that any information placed on the Site or received from you for placing on the Site meets the following content standards:
  - it is true, accurate, relevant and genuinely stated (in the case of opinions) and not in any way misleading
  - it is not in breach of any applicable laws, codes, guidance or regulations (including but not limited to those relating to advertising standards)
  - it does not and will not infringe any third party intellectual property rights; and
  - it does not contain any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful

6. Any information placed on the Site or received from you for placing on the Site must not:
  - be defamatory of any person
  - be obscene, offensive, hateful or inflammatory
  - promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
  - disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual unless such individual has provided consent for use of his or her data in this way
  - infringe any copyright, database right or trade mark of any other person
  - breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence
  - be in contempt of court
  - be likely to harass, upset, embarrass, alarm or annoy any other person
  - impersonate any person, or misrepresent your identity or affiliation with any person
  - give the impression that the advertisement emanates from a particular person or entity if this is not the case
  - advocate, promote, incite any third party to commit, or assist any unlawful or criminal act
  - contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism
  - contain any advertising or promote any services or web links to other sites unless this is otherwise approved by Studentpad
7. Without prejudice to any other right or remedy available to it, Studentpad reserves the right to decline to accept your advertisement, terminate the advertisement and remove your property details from the Site at any time for breach of any of the warranties contained in Conditions 4, 5 and 6 or for any other reason at the absolute discretion of Maynooth University and without obligation to specify its reason.
8. Whilst every effort is made to ensure that all information is entered correctly and each advertisement Studentpad carries for you onto the Site is correct, Studentpad/Maynooth University recommends that you check the contents of each advertisement carefully once posted.
9. Studentpad gives no warranty as to the quantity and quality of the responses to any advertisement placed on the Site.
10. Whilst Studentpad will use its reasonable efforts to make the Site available for access via the Internet, it does not give any guarantee that the Site will be available nor does Studentpad accept any liability for any failure of the Site or your advertisement to be

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available due to any circumstances beyond Studentpad's reasonable control including without limitation to any breakdown or malfunctioning of any computer software, equipment, telecommunications facilities or services.

11. Studentpad shall not be liable for the contents of any advertisement appearing on the Site and shall be under no obligation to ensure that any content is removed from the Site.
12. The material displayed on the Site is provided without any guarantees, conditions or warranties as to its accuracy. Studentpad do not accept any liability arising from any inaccuracy or omission in any of the information on the Site supplied by you, any other site user or any other person.
13. Studentpad's sole liability and your sole remedy in respect of any error by Studentpad in displaying or failing to display your advertisement on the Site shall be for Studentpad to use its reasonable endeavours to rectify the error as soon as reasonably practicable following receipt of an e-mail from you bringing it to Studentpad's attention.
14. Studentpad's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the services under this contract shall be limited to the amount you have paid to Studentpad in respect of the relevant advertisement(s).
15. Nothing in this contract is intended to exclude or limit in any way Studentpad's liability:
  - for death or personal injury caused by our negligence
  - under section 2(3) of the Consumer Protection Act 1987
  - for fraud or fraudulent misrepresentation
  - for any matter for which it would be illegal for Studentpad to exclude, or attempt to exclude, Studentpad's liability
16. To the extent permitted by law, Studentpad and third parties connected to Studentpad hereby expressly exclude:
  - all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity
  - any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable

17. You shall, at all times during and after the expiry or termination of the contract, indemnify Studentpad and keep Studentpad indemnified against all losses, damages, costs or expenses and other liabilities (including legal and other professional fees) incurred by, awarded against or agreed to be paid by Studentpad arising from any breach of your obligations under this contract except to the extent that such liabilities have resulted directly and entirely from Studentpad's instructions or actions.
18. All advertisements will expire at the end of the agreed advertisement period which shall be set out by National University of Maynooth.
19. Either party to these terms and conditions may terminate the relationship by giving notice to the other if the other is in breach of any of the terms and (where capable of remedy) fails to remedy such breach within 14 days of such notice. For the avoidance of doubt, any such relationship shall terminate forthwith if we remove your advertisement from the Site in accordance with Condition 8.
20. Studentpad may terminate this contract at any time by providing 30 days written notice to terminate.
21. Applicable laws require that some information or communications Studentpad sends to you should be in writing. When using the Site, you accept that communication with Studentpad will be mainly electronic. Studentpad will contact you by e-mail or provide you with the information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that Studentpad provide to you electronically comply with any legal requirement that such communication shall be in writing.
22. You shall not be entitled to assign your rights or transfer your obligations under your contract with Studentpad.
23. Studentpad may transfer, charge, sub-contract or otherwise dispose of the contract, or any of its rights or obligations arising under it, at any time during the term of the contract.
24. This contract sets out the entire agreement between the parties relating to its subject matter and overrides any prior correspondence or representations. All warranties and conditions not set out in this contract whether implied by statute or otherwise are excluded to the extent permitted by law. You will have no claim against Studentpad for a misrepresentation unless that misrepresentation was made fraudulently.
25. If any provision of this contract is ruled to be invalid, illegal or unenforceable for any reason, that invalidity, illegality or unenforceability will not affect the rest of this contract which will remain valid and enforceable in all respects.

26. You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.
27. By breaching condition 26, you would commit a criminal offence under the Computer Misuse Act 1990. Studentpad will report any such breach to the relevant law enforcement authorities and Studentpad will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.
28. Studentpad will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.
29. Studentpad may revise these terms and conditions at any time. You are expected to check this page from time to time to take notice of any changes Studentpad has made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on the Site.
30. Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. Studentpad therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Site, or by anyone who may be informed of any of its contents.
31. The contract between you and Studentpad shall be governed and construed in accordance with Irish law and the parties shall be subject to the jurisdiction of the Irish Courts.