

NOODLZ

TERMS AND CONDITIONS OF USE

1. This is who we are.

We are Noodlz Ltd trading as Noodlz.com (company registration number 683781) and our address is Unit C Priorsgate, Main Road, Tallaght, Dublin 24, D24 X020 (referred to as “we” or “us” or “our”) Our VAT number is 3731616WH.

2. This is what we do.

We provide a centralised database for estate agents, both commercial and residential, and for property valuers to store and share their data, and this part of our service shall be referred to as the Noodlz Data Sharing Portal (DSP). We also provide a Public Facing Portal (PFP) on which the general public can view the properties advertised by estate agents.

3. These are the services we provide

We are not a property sales or letting agency, we are the providers of both a database and a Public Facing Portal (PFP) which provides a facility for our members who are Estate Agents and the public to interact.

When using the Noodlz DSP, Estate Agents and Valuers have the facility to input data into a centralised database and to share that data with the other Estate Agents who use the database. They also have the facility to share that data with our public facing property portal, and other websites of their choosing with whom we have an arrangement.

The general public are able to view, download, share and print data and information shared by Estate Agents on the Public Facing Portal (PFP). The general public will not be able to access the centralised database to which only Estate Agents will have access.

4. These are the terms and conditions attaching to your use of Noodlz Services.

By using the Noodlz DSP you confirm that you have read, understand and accept these terms and conditions and that you agree to comply with them. If you do not agree to these terms and conditions, you must not use the Noodlz DSP.

You must be at least 18 years of age to use the Noodlz DSP and by using it, and as a consequence accepting these terms and conditions you confirm that you are at least 18 years of age.

5. Modification of the Terms of Use.

Noodlz.com reserves the right to amend or modify these terms and conditions at any time by updating them on the Noodlz DSP. Each time that you use the DSP please check the terms and conditions to ensure that you understand and accept the terms and conditions then applying because they are legally binding on you each time you use the Noodlz DSP. By using the Noodlz DSP you agree to be bound by the terms and conditions that apply at that moment in time.

6. Accessing the Noodlz DSP

If you need to register on the Noodlz DSP for any reason whatsoever, or if you need to complete any form on the portal, you must provide us with complete and accurate information. To provide us with incomplete or inaccurate data or information is considered a breach of the terms and conditions of use of the Noodlz DSP. It is your distinct responsibility to ensure that all information and data supplied to us is accurate and up to date.

We are entitled to rely on that data or information provided by you, and if we subsequently discover that the information and/or data is inaccurate, we reserve the right to suspend your account and/or to prevent you accessing the Noodlz DSP either temporarily or permanently.

Every registration is for a single defined user only and it is your responsibility to maintain the confidentiality of your username and password.

You are specifically not permitted to share your username and password in order to facilitate access to the Noodlz DSP by another individual, organisation or association.

You are prohibited from creating additional accounts, subscriptions or registrations for, on behalf of, or for the benefit of any other individual, organisation or association.

If you suspect or believe that your account log on details have been compromised in any way, you must immediately notify us at dataprotection@noodlz.com.

Estate Agents

Each subscriber Estate Agent will be provided with their own unique login details which will contain both a username and a password.

Your username will be your e-mail address, and your password will be created by you based on the following criteria;

- i. Must be at least 8 characters.
- ii. Must contain both uppercase and lowercase letters
- iii. Must contain at least two numbers
- iv. Must contain at least one special character.

Your access to the Noodlz DSP is permitted on a temporary basis dependent upon your subscription account being up to date, and on your continued adherence to the terms and conditions contained herein.

We reserve the right to suspend, withdraw, discontinue or change all or any part of the Noodlz DSP without notice. We will not be liable to you if for any reason the Noodlz DSP is unavailable at any time or for any period.

7. Rules governing user conduct.

By using The Noodlz Portal you confirm that you have read, understand and accept these terms and conditions and that you agree to comply with them.

We do not guarantee The Noodlz Portal will be secure or free from bugs or viruses.

You are responsible for ensuring that your own virus protection software is up to date and sufficiently adequate to protect your information technology, computer programmes and platform when accessing the Noodlz DSP.

- a) You are prohibited from misusing or attempting to misuse the Noodlz DSP.
- b) You must not hack or attempt to hack into, circumvent security or otherwise disrupt the operation of any element of the Noodlz DSP.
- c) You must not introduce or attempt to introduce any Viruses, Robot, Trojans, Worms, Logic Bombs, defects or other material which is or could be malicious or technologically harmful to the Noodlz DSP.
- d) You must not misuse any forms are templates available on the Noodlz DSP.
- e) You must not use or attempt to use any automated programme (including without limitation, any spider or other web crawler) to access the Noodlz DSP.
- f) You must not use any scraping technology on the Noodlz DSP.
- g) Using any of these automated programmes to gain access to any part of the Noodlz DSP is strictly unauthorised.
- h) You must not by any means, automated or otherwise, place or attempt to place an undue burden on our support services including our customer support team.
- i) You are specifically prohibited from creating duplicate, false, fraudulent or deceptive user accounts by any means whether automated or otherwise.
- j) You are prohibited from attacking or attempting to attack the Noodlz DSP by the use of any “denial of service attack”, or a distributed “denial of service attack”.
- k) You are prohibited from uploading or using inappropriate or offensive language or content, including sexually explicit content, images or language.
- l)

8. Intellectual Property Rights

All material (including but not limited to, all database rights, trademarks, service marks, logos, trading names, copyrights design rights, Protected IP, text, photographs, graphics, video and audio content, code, files, links, search results and other materials) published on the Noodlz DSP belong exclusively to us, and are protected by copyright.

All such rights are reserved.

These materials and the intellectual property rights to these materials are protected by Irish and European copyright law and by international conventions relating to such.

As a consumer, you are granted a limited, revokable right to view, print, download material from the Noodlz DSP solely for the purpose of using that material for your personal, non-commercial, and informational use, provided that you agree not to change, delete, transmit, sell, distribute, reproduce or republish that content in any means whatsoever.

NOODLZ is our registered trademark. You must not copy or use our trademark without written consent.

9. Limitation of Liability

Nothing in these Terms and Conditions of Use shall be interpreted or construed as limiting the liability of the Noodlz DSP for death or personal injury caused by its negligence or wilful misrepresentation.

To the extent permitted by law, we exclude all warranties, representations, conditions or other terms which may apply to the Noodlz DSP to any data, information or content contained thereon, whether express or implied.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, or arising under or in connection with your use of, or inability to use the Noodlz DSP.

We will not be liable for any error, deletion, interruption, omission, defect, corruption, delay in operation or transmission, destruction, theft or unauthorised access to, or alteration of any content on the Noodlz DSP. We will not be liable for the unavailability of the Noodlz DSP for whatever reason, and we will not be liable for any failures due to software or internet errors.

The security and safety of your password, username, and account ID are your responsibility and Noodlz Ltd accept no liability for your loss of any element of your account details whether that loss is caused by loss of power, corruption, nefarious actors, error, breakdown or otherwise to your computer system. All details in relation to your account login credentials are encrypted in our storage system.

We are extremely vigilant in relation to the security of all data and information contained or stored on our systems, and we are constantly upgrading our security and carrying out penetration testing so as to ensure maximum security. Therefore, we accept no liability for any loss or damage caused by virus, distributed denial of service attack or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Noodlz DSP or your downloading of any content on it, or any website linked to it.

If you are a licenced Estate Agent who is paying a subscription to use the Noodlz DSP, we will not be liable for;

- a) loss of profits, sales, business or revenue
- b) business interruption
- c) loss of anticipated savings
- d) loss of business opportunity, goodwill or reputation
- e) any indirect or consequential loss or damage
- f) loss or damage caused by a virus, distributed denial of service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the DSP or to your downloading of any content on it.

g) Any problems or technical malfunctions on any computer our online computer system, any network, any computer equipment, any servers, software, emails resulting from your use of any element of the Noodlz DSP, are from downloading materials from any element of the Noodlz DSP.

We have no liability for any failure to perform any of our obligations under this user agreement caused by matters beyond our reasonable control.

Any material, content or data downloaded by you from the Noodlz DSP is done at your own risk and discretion and you will be solely responsible and liable for any damage to your computer, computer systems, and for loss of data that results from your downloading of any such material, content or data.

We are not liable or responsible for the content of websites or services linked to the Noodlz DSP, and we will not be liable for any damage or loss that may arise from your use of them.

10. Use of the Noodlz Portal

As a user, you are a licenced Estate Agent using the DSP, you are solely responsible for any content, data, or other information or material that you submit, display, publish or link to the Noodlz DSP.

By consensually posting content, data or other information or material on the Noodlz DSP, you acknowledge that you are granting us a royalty free, perpetual licensable, worldwide, irrevocable, non-exclusive licence to use, reproduce, modify, publish, edit, translate, distribute or display this information in the course of offering any service we deem appropriate.

The content posted by you on the Noodlz DSP is considered by us to be non-confidential and non-proprietary.

Unless expressly consented to in writing by the directors of Noodlz Ltd, or their authorised legal representatives, you may not extract or seek to extract information in relation to properties from the Noodlz DSP, author them by means of direct human interaction with the manual system of the portal,

hyperlinks and search and filter functions displayed within the menu system of the Noodlz DSP.

You may not use hyperlinks and/or search and filter functions displayed on the human-readable pages of the Noodlz DSP by using either :

- a) a web browser which is directly assessing this site or
- b) a mobile app or other computer programme published by us.

If you are a licenced Estate Agent with a paid subscription to the Noodlz DSP, or if you are acting in the course of business, unless you have our prior written consent, or consent from our legal team, you may not use the Noodlz DSP for the purposes of carrying out research on the property market or on any aspect of the needs, requirements or opinions of our members.

We reserve the right to withdraw any permission given, without notice and without giving a reason as to why the permission has been withdrawn.

If you are a licenced Estate Agent who subscribes to the Noodlz DSP, you are a user of our services, and as such you are responsible for your own communications with the Noodlz DSP and you are also responsible for the consequences of those communications.

The Noodlz DSP will not be liable to any third party or to you for the content or accuracy of any content posted or uploaded by you.

The Noodlz DSP has the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Noodlz DSP constitutes a violation of their intellectual property rights, or their right to privacy.

You agree to indemnify Noodlz Ltd from any claim, loss or damage arising from any alleged infringement of third party rights by, or other claim, fine, cause or action, (including without limitation any action for breach of GDPR) arising in respect of, any content you upload.

You must not submit any content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party or of any laws.

We reserve the right to delete any content that in our judgement violates either the letter or spirit of these terms and conditions or which might be offensive, illegal or violate the rights, harm or threaten the safety of any person.

The Noodlz DSP is not responsible for monitoring our services for inappropriate content.

11. Warranties

When using or attempting to use the Noodlz DSP, it is important to note the following:

- a) We do not provide any warranties, representations or guarantees that your access to, or the running of, the Noodlz DSP will be uninterrupted or error free.
- b) We reserve the right to suspend, withdraw, discontinue, or change all or part of the Noodlz DSP without notice.
- c) We will not be liable to you if we cannot process your information, data or details due to circumstances beyond our control.
- d) The information, data, property descriptions and content contained on the Noodlz DSP are provided on an “as is” basis without warranties of any kind, either express or implied.
- e) The Noodlz DSP is not an estate agency.
- f) The property details provided on the Noodlz DSP is uploaded by our subscribing Estate Agents for your information only.
- g) While we make reasonable efforts to make sure that the information contained on the Noodlz DSP is accurate and current, we do not verify every detail in relation to every property and therefore, we give no warranties or representations as to their accuracy or completeness.

- h) The details in relation to each and every property advertised on the Noodlz DSP is for general information only and it should not be construed as specific advice.
- i) The Noodlz DSP gives no warranties or representations that the property details of any specific property are accurate, reliable, up-to-date, complete or correct.
- j) We make no warranties, representations or guarantees as to the accuracy or quality of any property description on the Noodlz DSP, and more specifically we make no warranties as to whether any property is currently available to purchase or rent.
- k) We give no warranty, representation or guarantee that the Noodlz DSP or any information contained on it complies with the laws of the Republic of Ireland, The North of Ireland, England or the European Union.

12. Making Offers on Properties

The Noodlz DSP is not an Estate Agent or an Estate Agency.

We have no authority to accept an offer.

However, Noodlz.com provides you with a facility to accept offers on certain properties which are for sale by private treaty or by auction.

By using the Noodlz DSP you accept the Terms and Conditions of Use attaching to the portal and as a consequence you acknowledge that in relation to the sale of property, the Noodlz DSP provides you with the technology to allow you to accept an offer, and you also acknowledge and accept that we do not provide you with any advice or assistance in relation to any property listed on the Noodlz DSP.

We reserve the absolute right, for any reason, and in our sole discretion to refuse to allow any person or other legal entity to make an offer, and where we make the decision not to allow that person or legal entity to make an offer, we shall have no liability in this regard

Links on the Noodlz DSP to external sites.

The Noodlz DSP contains links to external websites and services. These websites and services are provided by third parties and are provided for your

information only. When these links bring you to those other third-party websites or services you should be aware that you will be leaving the Noodlz DSP and accepting the terms and conditions of use that apply to those other third-party websites and services. The Noodlz DSP has no control over the contents of those websites or services and we accept no responsibility for them or for any loss or damage that may arise from your use of them. When you link to these third-party websites and services you will leave the Noodlz DSP and you accept that you do so entirely at your own risk.

The availability of these links on the Noodlz DSP does not imply that we endorse any of the linked websites or services or that we have any association with its owners or operators.

We give no warranties or guarantees as to the accuracy or completeness of any information, data or content appearing on any of the linked websites or services.

Jurisdiction

These terms and conditions of use are governed by Irish Law and it is the Irish Courts that shall have exclusive jurisdiction to hear, determine and settle any dispute which may arise.

Noodlz Ltd reserves the right to institute proceedings against you in your country of residence or any other court of competent jurisdiction.

28th January 2025