NOODLZ LIMITED TERMS AND CONDITIONS OF USE

This document sets out the Terms and Conditions of Use of our website, and applies to anyone who accesses or uses our website. This includes pages consisting of or containing the domain names Noodlz.com

These Terms of Use apply to usage of all services provided by us, including access to our site via desktop, as well as mobile and app usage. The use of the “Website”, “Site”, or “Noodlz.com” and the provision of our advertising services on the Website are subject to you accepting the Terms of Use (defined below).

The agreement between you and us in relation to your use of the Website (the ”User Agreement”) consists of these terms and conditions of use (“Terms of Use”) and the policies (each a ”Policy” and together the ”Policies”), all of which you should read carefully before you start to use the Website.

Users acting in a commercial or professional capacity who offer goods to consumers on Noodlz for purposes relating to trade or business are Business Users for the purposes of these Terms.

Please review the Terms of Use and each Policy carefully. By accessing and using the Website, you confirm that you have read, understand and accept the Terms of Use and the Policies and that you agree to abide by their respective terms each time you access and use the Website. If you do not agree with any of the Terms of Use or any Policy, you may not use the Website.

Registered users of our site will be required to agree to these Terms of Use in order to carry out core services provided by the Site.

1. Who are we?

We are Noodlz Limited (referred to as “we” or “us” or “our”). We are incorporated in Ireland under Company Registration Number 683781), and our Registered Office is at Unit C Priorsgate, Main Road, Tallaght, Dublin 24, D24 X020, Ireland. Our VAT number is 3731616WH.

2. This is what we do.

We provide a centralised database where licenced estate agents can input the details of properties that they are offering for sale or to let.
We also provide a website or Public Facing Portal (PFP) on which the general public can view the properties advertised by licenced estate agents.

3. These are the services we provide

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

The general public can view, download, share and print data and information shared on the public facing property by those Licenced Estate Agents who have signed up to our terms and conditions.

4. These are the mandatory terms and conditions attached to your use of The Noodlz Public Facing Portal (PFP).

By using the Noodlz PFP 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 PFP.

The use of the Website and/or the Noodlz PFP by a minor (an individual under 18 years of age) Fundamentally, you are responsible for making all arrangements necessary for you to have access to the Website and/or the Noodlz PFP. You are also responsible for ensuring that all persons who access the Website and/or the Noodlz PFP through your internet connection, are aware of these terms, and that they comply with them.

The services which are made available on the Website by us will, amongst other things, allow you:

(i) to create, publish and manage written advertisements for properties;
(ii) (ii) to contact other users of the Website;

(iii) (iii) to search our database for advertisements regarding a specific property type in a specific location;

(iv) (iv) to forward advertisements to people you know;

(v) (v) to invite people you know to view the Website;

(vi) (vi) to download or copy portions of information, data, text, sound, images, photographs, graphics, video, messages and other materials subject to that data being used for personal and not commercial use; and

(vii) to view third party material and receive emails and / or short service messages (SMS) as part of the SMS Service (defined below) and other items displayed on the Website ((i) to (viii), together, ”Content”

You may use the Website for your own personal and non-commercial or commercial use to avail of the Noodlz PFP strictly in accordance with the User Agreement. Where you use the Website for commercial purposes, the provisions of the User Agreement applicable to Business Users shall apply.

The User Agreement applies to all users and visitors to the Noodlz Limited owned Website and the Noodlz PFP.

5. Modification of the Terms of Use.

Noodlz reserves the right to amend or modify the Terms and Conditions of Use and any Policy at any time. Please check the Terms and Conditions when you use the Noodlz PFP to ensure that you understand and accept them as they are legally binding. Any continued use of the Noodlz PFP means any such user shall be deemed to have read, understood and agreed to be bound by the then prevailing Terms of Use and Policies. By continuing to access, browse and use the Noodlz PFP unregistered users will be deemed to have agreed to any changes or updates to the Terms of Use and any Policy.

6. Registering of accounts, usernames and passwords, deactivating accounts

Registration is not required if you simply want to browse through the advertisements on the public facing website. Registration is required if you want access to core services, including but not limited to, placing advertisements, saving searches.

As part of the registration process, you will be asked to enter your email address and a password and you will be responsible for all activities occurring under your account and for keeping your password secure, for example, you must not enter your account information into a phishing website, or any other website purporting to be or offer services for Noodlz Limited. All information supplied by you must be complete and accurate.

Names and Email Addresses

You may not enter a name or email address that:

- Contains “Noodlz” or otherwise misrepresents your relationship with Noodlz.com or any other party;
- Contains any profanity, is vulgar or offensive, or promotes an illegal activity;
- Violates any trademark or other proprietary right; and/or
- Misleadingly impersonates someone else.
- We reserve the right to deactivate accounts containing names and/or email addresses that do not comply with these Terms of Use at our discretion.

Accounts and passwords

We reserve the right to deactivate accounts that are inactive for an extended period of time.

You are responsible for all actions taken under your account and you agree only to use the Website using your own name, email address and password. You must make reasonable efforts to keep your password safe and not disclose it to any other person or permit either directly or indirectly any other person to use your email address or password to access the Website. We reserve the right to terminate your registration in accordance with these Terms of Use.

You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password.

You may change your password or profile by following instructions on the Website. We will not be liable for any loss that you may incur as a result of someone else using or accessing your password or account, either with or without your knowledge.

You may be held liable for losses incurred by us or any other party as a result of someone else using or accessing your password or account if you have not taken reasonable steps to keep your password or account secure.

By providing us with your email address, you consent to our using that email address to send you notices, including any notices required by law, in lieu of communication by post, that concern the Noodlz PFP. We may also use your email address to send you other messages, such as changes to features of the Noodlz PFP and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your account settings. Opting out may prevent you from receiving email messages regarding updates, improvements or offers.

We do not sell or knowingly pass any personal information from your account to any third party, except information which is required to provide the service between buyers and sellers. Your details and privacy are important to us. If you feel that your information has been compromised in any way, please report it immediately to us at dataprotection@noodlz.com

Further information about how we use your information, and your rights to update your communication preferences, can be found within our Privacy Policy.

Deactivating Accounts

In accordance with the General Data Protection Regulation and the Data Protection Acts 1988 to 2018 (“Data Protection Law”), non-registered and registered users of our sites can request we delete any personal data. In some instances, we may be unable to delete your data if we are required to retain it to comply with our legal obligations (including requests from law enforcement agencies).

You can learn more about your right to data deletion and how long we retain data for by reading our Privacy Policy

To register and use the Noodlz PFP, you must provide us with complete and accurate information. Providing us with incomplete or inaccurate data or information is considered a breach of the terms and conditions of use of the Noodlz PFP. It is

your distinct responsibility to ensure that all information and data you have supplied to us is accurate and up to date.

We rely on the data or information provided by you to be complete, accurate and up to date. Should we subsequently discover that the information and/or data you have provided us with is inaccurate, we reserve the right to suspend your account and/or to prevent you accessing the Noodlz PFP either temporarily or permanently.

Every registration is for the use of a single defined user only and it is your responsibility to maintain the confidentiality of your username and password.
You are prohibited from sharing your username and password with any other third party including but not limited to individuals, organisation/s or association/s in order to facilitate access to the Noodlz PFP.

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 or other.

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

The Public.

The public have access to the Noodlz PFP free of charge subject to those public users' implied acceptance of the terms and conditions contained herein.

By using the Noodlz PFP, 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 PFP.

You have the ability to create your own private account within the Noodlz PFP for the purposes of;

a) Creating Property Search alerts.
b) Making a bid or offer on a specific property.

c) Managing and monitoring the dedicated document vault pertaining to a property that you have agreed to purchase.

You will be provided with your 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) Most contain at least two numbers
(iv) Must contain at least one special character.

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

7. Rules governing user conduct.

By using the Noodlz PFP you have confirmed 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 PFP will be secure or free from bugs or viruses.

a) 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 PFP.
b) You are prohibited from misusing or attempting to misuse the Noodlz PFP.
c) You must not hack or attempt to hack into, circumvent security or otherwise disrupt the operation of any element of the Noodlz PFP.
d) 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 PFP.
e) You must not misuse any forms or are templates available on the Noodlz PFP.
f) You must not use or attempt to use any automated programme (including without limitation, any spider or other web crawler) to access the Noodlz PFP.
g) You must not use any scraping technology on the Noodlz PFP.

h) Using any of these automated programmes or others to gain access to any part of the Noodlz PFP is strictly unauthorised.
i) You must not by any means, automated or otherwise, place or attempt to place an unnecessary undue burden on our support services including but not limited to our customer support team.
j) You are specifically prohibited from creating duplicate, false, fraudulent or deceptive user accounts by any means whether automated or otherwise.
k) You are prohibited from attacking or attempting to attack the Noodlz PFP by the use of any “denial of service attack,” or a distributed “denial of service attack.”
l) You are prohibited from uploading or using inappropriate or offensive language or content, including sexually explicit content, images or language.

8. Intellectual Property Rights

This website is owned and managed by Noodlz Limited under the Company Registration Number 683781. We are located at Unit C Priorsgate, Main Road, Tallaght, Dublin 24, Ireland D24 X020. Our VAT number is 3731616WH

When you use this website, you must be aware of the following terms and conditions and observe them at all times:

(i) The copyright to this website and all other intellectual property rights relating to it (including all text, graphics, code, files and links) belong to Noodlz Limited
(ii) You must not copy, transmit or store (in whole or in part) the content of this website without our written permission.
(iii) All registered trademarks of Noodlz Limited and /or its subsidiaries may not be used or copied without our written permission.
(iv) Due to the nature of the internet from time to time we may experience technical difficulties. As such, we cannot guarantee your access will always be error free and we cannot be held accountable for any disruption to our service.
(v) The information provided on this website is for general interest only. It does not constitute specific advice and we do not accept any liability if you suffer any loss as a result of using this website or relying on any information provided on it.

(vi) While Noodlz Limited tries to ensure that all material included on this website is correct, it cannot accept responsibility if this is not the case Noodlz Limited is not be responsible for any errors or omissions.

(vii) These terms of use and any claim based upon use of this website shall be governed by the laws of Ireland and you agree to submit to the exclusive jurisdiction of the Irish Courts. If you decide to disagree with these terms and conditions, please don't use the website.

By using this website, you are agreeing to be bound by these terms.

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

All such rights are reserved.

Copyright statement

All information and material featured on, and accessible from, this website is owned by Noodlz Limited and is protected by copyright, trademarks, database and other intellectual property rights.

As such the following restrictions must be adhered to:

a) The downloading of material (including all text, graphics, code, files and links) for anything other than private use is strictly prohibited.
b) You may retrieve and display content from Noodlz.com on a computer screen, and store such content in electronic form on disk, however you must not display or store such content on any other storage device connected to a network.
c) You may print Noodlz Limited content for your own personal use.
d) Printed content used for commercial purposes is prohibited.
e) You must keep intact all and any copyright and proprietary notices.
f) The reproduction, modification, republishing or distribution of any material (in whole or part) featured on the Noodlz website is strictly prohibited.
g) The names, images and logos identifying Noodlz Limited and / or any of its subsidiaries and their products and services are subject to copyright, design rights and trademarks of Noodlz Limited

h) No user will have any licence or right to use any trade mark, design right or copyright of Noodlz Limited and / or any of its subsidiaries.

9. Limitation of Liability

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

To the extent permitted by law, we exclude all warranties, representations, conditions or other terms which may apply to the Noodlz PFP 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 PFP.

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 PFP.

We will not be liable for the unavailability of the Noodlz PFP 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 the Noodlz PFP 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 PFP or your downloading of any content on it, or any website linked to it.

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 our data downloaded by you from the Noodlz PFP 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 PFP, 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 solely responsible for any content, data, or other information or material that you submit, display, publish or link to the Noodlz PFP.

By consensually posting content, data or other information or material on the Noodlz PFP, 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 PFP is considered by us to be non-confidential and non-proprietary.

Unless expressly consented to in writing by the directors of Noodlz Limited, or their authorised legal representatives, you may not extract or seek to extract information in relation to properties from the Noodlz PFP, author them by means of direct interaction with the manual system of the portal, hyperlinks and search and filter functions displayed within the menu system of the Noodlz PFP.

You may not use hyperlinks and/or search and filter functions displayed on the public facing pages of the Noodlz PFP 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.

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

The Noodlz Portal 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 PFP 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 PFP 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 Data Protection and / or General Data Protection Regulation (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 PFP is not responsible for monitoring our services for inappropriate content.

11. Warranties

When using or attempting to use the Noodlz PFP, 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 Portal will be uninterrupted or error free.
b) We reserve the right to suspend, withdraw, discontinue, or change all or part of the Noodlz PFP 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 PFP are provided on an “as is” basis without warranties of any kind, either express or implied.
e) The Noodlz PFP is not an estate agency.
f) The property details provided on the Noodlz PFP are uploaded by our subscribing Licenced Estate Agents for your information only.
g) While we make reasonable efforts to make sure that the information contained on the Noodlz PFP 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) If you rely on this information, you do so at your own risk.
i) We highly recommend that you check the details of the property or properties that you have an interest in with the relevant licenced estate agent.
j) The details in relation to each and every property advertised on the Noodlz PFP is for general information only and it should not be construed as specific advice.
k) The Noodlz PFP gives no warranties or representations that the property details of any specific property are accurate, reliable, up-to-date, complete or correct.
l) We make no warranties, representations or guarantees as to the accuracy or quality of any property description on the Noodlz PFP, and more specifically we make no warranties as to whether any property is currently available to purchase or rent.
m) We give no warranty, representation or guarantee that the Noodlz PFP or any information contained within on it complies with the laws of the Republic of Ireland also known as Ireland, The North of Ireland also known as Northern Ireland, England, the United Kingdom and / or the European Union.

12. Making Offers on Properties

The Noodlz PFP is not a Licenced estate agent or an Estate Agency.
We have no authority to accept an offer.
However, the Noodlz PFP provides you with a facility to make an offer or offers on certain properties which are for sale by private treaty or by public auction and / or by tender.

By using the Noodlz PFP you agree to accept the Terms and Conditions of Use attached to the portal and as a consequence you acknowledge that in relation to the sale of property, the Noodlz PFP merely provides you with the technology to allow you to make 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 PFP.

We are not liable for any offers made by you on the Bidding Platform provided by the Noodlz PFP.

Any offer or bid made by you on the Noodlz PFP is done at your own risk.

All offers, including yours, which are made through the Bidding Platform by us on the Noodlz PFP will be forwarded automatically to the relevant Licenced estate agent representing the property owner for their due consideration, together with your identification and your contact details, which you have provided to us.
All offers made by you or by any other person will be visible on the Noodlz PFP, but your identification and contact details will not be visible to other users.

We reserve the absolute right, for any reason, and in our sole discretion to refuse to allow you to make an offer, and where we make the decision not to allow you to make an offer, we shall have no liability to you in this regard.

The Noodlz PFP also reserves the absolute right to disable, cancel, pause or change the Bidding Platform we provide to allow offers to be made on certain properties.

We have no role, involvement or interest in the process of selecting what offers are accepted, and we have no liability for any decisions made by the property owner or their licenced estate agent or property valuer in relation to such offers.

It is entirely a decision for the vendor, or their authorised agent to decide whether or not to accept the highest offer, or whether to accept a lower offer that may be more advantageous to the seller.

Links on The Noodlz Portal to external sites.

The Noodlz PFP contains links to other 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 PFP and accepting the terms and conditions of use that apply to those other third-party websites and services. The Noodlz PFP 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 PFP and you accept that you do so entirely at your own risk.

The availability of these links on the Noodlz PFP 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.