

## **WEBSITE TERMS OF USE**

### **Introduction**

These terms of use (“Terms”) (together with the documents referred to in it) set out the terms on which you may make use of the Clann Credo CLG website, and any website, micro site or sub-site owned, developed or maintained by Clann Credo CLG for itself or on behalf of its subsidiaries (“Website”). The terms apply to all users of, and visitors to the Website.

The Website is operated by Clann Credo CLG (“we”, “us”, “our” or “ourselves”) whose registered address is at Irish Social Finance Centre, 10 Grattan Crescent, Inchicore, Dublin, IRELAND D08 R240. We are a company limited by guarantee, registered in Dublin, Ireland, CRO No: 253147 and we are regulated by Charities Regulatory Authority: CRA No 20041076.

Please read these Terms carefully. By accessing any page of the Website, you agree to be bound and abide by these Terms. If you do not agree to these Terms, you must not use the Website. We reserve the right to modify these Terms at any time without notification to you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Website and such provisions and notices will automatically be binding on you.

### **Other applicable terms**

These Terms refer to the following additional terms, which also apply to your use of the Website:

our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you acknowledge that you have read and understood the terms of our Privacy Policy and that you agree with it;

our Cookie Policy, which sets out information about the cookies on our site. By using the Website, you acknowledge that you have read and understood the terms of our Cookie Policy and that you agree with it; and

### **Accessing our Website**

Access to our Website is permitted on a temporary basis and free of charge. You acknowledge that your access to the Website may be prevented by factors outside of our control including without limitation the unavailability, in-operation or interruption of internet services or the in-operation, inefficiency or unsuitability of the computer hardware that you use to access the Website. We shall not be liable for any loss or damage in respect of this.

### **Prohibited uses**

You may use the Website for lawful purposes only. You may not use the Website in the following ways, including (without limitation): (a) in any way that breaches any applicable local, national or international law or regulation; (b) in any way that is unlawful or fraudulent, or has any unlawful or

fraudulent purpose or effect; (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; (d) to reproduce, duplicate, copy or re-sell any part of the Website in contravention of these Terms; (e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); (f) to knowingly introducing any data, send or upload any material that contains software, viruses or other codes, or files which are malicious or designed to adversely affect the operation of any computer software or hardware; or (g) attempting to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties. All such rights are reserved. Where we publish third party intellectual property that is publicly available, we will attribute it to its owner. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You may print off copies, and may download extracts, of any page(s) from the Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, including (without limitation) our logo, photographs, video or audio sequences or any graphics separately from any accompanying text. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return and/or destroy any copies of the materials you have made, and certify and/or evidence to us that you have done so to our reasonable satisfaction.

### **No reliance on information**

The content on our Website is provided for general information only. It is not intended to be a solicitation, an offer to buy or sell any security or amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

We may amend, revise or modify, in part or in full, any information on the Website at any time without notification to you. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up-to-date. We do not guarantee that our Website, or any content on it, will be free from errors or omissions.

### **Limitation of our liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (a) use of, or inability to use, the Website; or (b) use of or reliance on any content displayed on the Website. Please note that in particular, 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; or (e) any indirect or consequential loss or damage.

We do not guarantee that the Website will be secure or free from bugs or viruses and you should use your own virus protection software. We will not be liable for any loss or damage caused by any 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 our Website or by your downloading of any content on it, or on any website linked to it.

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Irish law.

### **Linking to the Website**

You may link to and from the Website, provided; (a) you do so in a way that is fair and legal and does not cause us to breach any of our legal or regulatory obligations or damage our reputation or take advantage of it; (b) you do not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists; (c) you do not causes the Website to be framed on any other website.

We reserve the right to withdraw linking permission without notice.

### **Third party links**

The Website may contain internet addresses, links and/or hyperlinks to other websites, which are not operated or monitored by us. The links to other websites are for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the Website. It is your responsibility to check the terms and conditions and privacy policies which are applicable to such other third party websites.

**Waiver and severability**

No waiver by us of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of that or any other provision of these Terms and any forbearance or delay by us in exercising any of our rights under these Terms shall not be construed as a waiver of such rights.

Each provision of these Terms is severable and the invalidity, illegality or unenforceability of any provision shall not affect the validity or enforceability of any other part of these Terms.

**Applicable law and jurisdiction**

These Terms, the use of the Website and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish law.

The courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms the use of the Website (including non-contractual disputes or claims).

**Contact us**

If you wish to make any use of content on the Website other than that set out above, please contact [info@clanncredo.ie](mailto:info@clanncredo.ie).