

Terms and conditions

CLG GROUP: Website Terms of Use

These website terms and conditions of use (together with any documents referred to in it) (these “**Terms of Use**”) set out the terms on which you may make use of this website at www.clg-group.ie (our “**Website**”). Please read these Terms of Use carefully before you start to use this Website. By using this Website, you indicate that you accept that these Terms of Use will apply to your use of this Website and you agree to abide by them. If you do not agree to these Terms of Use you must immediately cease using this Website.

1 OTHER APPLICABLE TERMS

By accepting our Terms of Use, you are also agreeing to:

- 1.1 our Privacy Policy; and
- 1.2 our Cookie Policy.

2 INFORMATION ABOUT US

2.1 This Website is operated by CLG Progress Ltd, a company incorporated and registered in Ireland with company number 496086 . Our contact details are listed below at the end of these Terms of Use

3 OUR SITE

3.1 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis and you acknowledge that we may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

3.2 You are responsible for making all arrangements necessary for you to have access to the Website and for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and any other applicable terms and conditions, and that they comply with them.

3.3 The Website contains copyright material, trade names and other proprietary information, including but not limited to text, software, photos, graphics and may in future include video, music and sound. We are the owner or the licensee of all such materials and have rights in the selection, co-ordination, arrangement and enhancement of such materials, as well as in the content original to it.

3.4 You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the content, in whole or in part, except as provided in these Terms of Use. You may however print or download and use the same strictly for private non-commercial use.

3.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 We are the owner, or licensee of, all intellectual property rights in or contained within this Website, and the material, trademarks (whether registered or unregistered) and other proprietary information published on it. These works are protected by various intellectual property laws, including copyright and trademark laws.

4.2 You may print off one copy and may download extracts of any page(s) from the Website for your personal non-commercial reference. You may not however modify, publish, transmit, participate in the

transfer or sale of, create derivative works from, or in any way exploit, any of the content, in whole or in part.

4.3 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

4.4 If you print off, copy or download any part of the Website in breach of these Terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5 NO RELIANCE ON INFORMATION

5.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely nor is it intended to be made part of or form part of a contract for services with you. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

5.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

6 LINKING TO THE WEBSITE

6.1 You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not (and does not seek to) damage our reputation or take advantage of it. You must not establish a link in any way as to suggest any form of association, approval or endorsement of you, your services, your business or otherwise where none exists or without our prior written approval (which we may withhold in our absolute discretion).

6.2 You acknowledge and agree that we reserve the right to withdraw linking permission without notice.

6.3 If you wish to make any use of content on the Website other than that set out above, please contact us at the details provided in paragraph 11 below.

7 VIRUSES

7.1 You are responsible for configuring your information technology, computer programmes and operating and/or hardware platforms in order to access the Website. You acknowledge and agree that it is your responsibility to use your own virus protection software. We do not guarantee that the Website will be secure or free from bugs or viruses.

7.2 You must not misuse the Website 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 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. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

8 LIABILITY

8.1 Nothing in these Terms of Use shall limit or exclude our liability for: (a) death or personal injury resulting from negligence; or (b) any damage or liability as result of fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded by law.

8.2 To the extent permitted by law we hereby exclude from these Terms of Use any and all warranties, representations, conditions, licences and other terms implied by statute or common law.

8.3 To the extent permitted by law, we will not be liable to you or any user of the Website for any loss or damage including but not limited to: (a) any loss of profits; (b) loss of business; (c) depletion of goodwill and/or similar losses; (d) loss of anticipated savings; (e) loss of agreement or contract; (f) loss of corruption of data or information; or (G) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (h) use of, or inability to use, the Website; or (i) use of or reliance on any content displayed on the Website.

8.4 We may from time to time link to, or embed content from, third party websites, such as social media websites used in order for you to share content on our Website, or mapping websites. We have no responsibility or liability for any such third party websites. It is your responsibility to review any terms of use or other policies applying to any such websites.

9 WEBSITE ACCESSIBILITY

9.1 We have designed our Website in accordance with best design practice with the intention of making our Website accessible to as wide an audience as possible, including any users with physical or sensory impairment, users using assistive technology and users with slower internet connections.

9.2 Whilst we have tried to ensure that our website is accessible to everyone, we appreciate accessibility problems may still arise from time to time. Should you be aware of any accessibility problems with our Website, please contact office@clg-group.ie giving details of the problem encountered. We will then assess what reasonable measures can be taken both in the short and the long term to address the accessibility problem that you have encountered.

10 GENERAL PROVISIONS

10.1 If any provision of these Terms of Use is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms of Use which shall remain in full force and effect. Further, if any provision of these Terms of Use is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid and enforceable.

10.2 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in all respects in accordance with Irish Law. You hereby acknowledge and agree that the Irish Courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Use or their subject matter or formation (including non-contractual disputes or claims) although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

11 CONTACT US

11.1 For further information from us on this Policy or for any queries relating to it, please contact us by email or call us on +353 1 533 1740 or write to us at UNIT 23 VISCOUNT AVENUE AIRWAYS INDUSTRIAL ESTATE DUBLIN 17 D17 HH72