



## IMPORTANT LEGAL NOTICE

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- 1.1 You may access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.
- 1.2 By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.
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### **3. SERVICE ACCESS**

- 3.1 While the Company endeavours to ensure that this Website is normally available 24 hours a day, the Company shall not be liable if, for any reason, this Website is unavailable at any time or for any period.
- 3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.
- 3.3 The Company may, at any time and without liability, modify, expand or discontinue the Website without notice, for any technical, operational or commercial reasons.

### **4. VISITOR MATERIAL AND CONDUCT**

- 4.1 Other than personally identifiable information, which is covered under the Privacy Policy which is available on our website, any material you transmit or post to this Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from this Website any material:-
- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
  - (b) for which you have not obtained all necessary licences and/or approvals; or

- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Ireland or any other country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

## **5. LINKS TO AND FROM OTHER WEBSITES**

5.1 Links to third party websites on this Website (if any) are provided solely for your convenience. If you use these links, you leave this Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

5.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:-

- (a) you do not remove, distort or otherwise alter the size or appearance of the ICBF logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- (e) you do not otherwise use any ICBF trademarks displayed on this Website without express written permission from the Company;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 The Company expressly reserves the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of paragraph 5.2.

## **6. REGISTRATION**

6.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued and account details provided rests with you. You are responsible for maintaining the confidentiality of all such information and are responsible for all activities that occur under your password or account. The Company shall have no liability for any loss or damage arising from your failure to protect the security of such information.

## **7. DISCLAIMER**

7.1 While the Company endeavours to ensure that the information on this Website is correct, the Company does not warrant the accuracy and completeness of the material on this Website. The Company may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date and the Company makes no commitment to update such material.

7.2 The material on this Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to this Website.

## **8. LIABILITY**

8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering this Website) and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites including, but not limited to, loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

- 8.2 Nothing in this legal notice shall exclude or limit the Company's liability for any liability which cannot be excluded or limited under applicable law.
- 8.3 If your use of this Website or the material on it results in the need for servicing, repair or correction of equipment, software or data, the Company shall have no responsibility whatsoever for any costs arising.
- 8.4 You agree to indemnify and hold harmless the Company, its officers, directors, employees, shareholders and agents from and against any claims, actions or demands including, without limitation, reasonable legal, accounting and other fees or costs arising or resulting, whether directly or indirectly, from your use of this Website.

## **9. GENERAL**

- 9.1 The Website is controlled by the Company from its location within Ireland. The Company makes no representation that its subject is appropriate or available for use in other locations and access to it from territories where its content is illegal is prohibited. Those who choose to access this Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.
- 9.2 Any disputes, claims or proceedings arising out of or in any way relating to the Website shall be governed by the laws of Ireland. The Irish Courts shall have exclusive jurisdiction for the purpose of any proceedings arising out of or in any way relating to the Website. Without prejudice to the foregoing, the Company may seek provisional or protective relief in the courts of another State prior to, during or after any substantive proceedings have been instituted in Ireland and the Company may bring enforcement proceedings in another state on foot of an Irish judgment.
- 9.3 If any provision of this legal notice is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions which shall remain in full force and effect.
- 9.4 No waiver or any provision of this legal notice shall be deemed a further or continuing waiver of such provision or any other provision.

**Issue Date:** 5<sup>th</sup> February 2008.

**Registered Office:** Irish Cattle Breeding Federation Society Ltd, Highfield House, Shinagh, Bandon, Co Cork. Registered Dublin, Ireland. Registration Number 4914R, Industrial and Provident Societies Acts, 1893 to 1978.

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