

# Disclaimer

## TERMS AND CONDITIONS OF WEBSITE

### TERMS AND CONDITIONS OF USE

By accessing or using the [www.thermohouse.ie](http://www.thermohouse.ie), [www.mcgroup.ie](http://www.mcgroup.ie), [www.thermohouseafrica.com](http://www.thermohouseafrica.com), [www.thermohouseeurope.com](http://www.thermohouseeurope.com), [www.thermohouseasia.com](http://www.thermohouseasia.com), [www.thermohouseamerica.com](http://www.thermohouseamerica.com), [www.thermohouseaustralia.com](http://www.thermohouseaustralia.com), [www.thermohouseafrica.co.uk](http://www.thermohouseafrica.co.uk), [www.thermohouseeurope.co.uk](http://www.thermohouseeurope.co.uk), [www.thermohouseasia.co.uk](http://www.thermohouseasia.co.uk), [www.thermohouseamerica.co.uk](http://www.thermohouseamerica.co.uk), or [www.thermohouseaustralia.co.uk](http://www.thermohouseaustralia.co.uk) websites (the “Site”), you acknowledge and agree to the disclaimers, terms and conditions (the “Terms”) set forth below. Reference to “we”, “our” and “us”, etc. are references to us, MC Group and Thermohouse Ltd. and associated companies, at Coolcaslagh, Killarney, Co. Kerry, Ireland. We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time. You should review the Terms periodically as, by using the Site, you agree to be legally bound by these Terms. If you do not accept the Terms stated here, do not use the Site.

### ACCEPTABLE USE OF THE SITE

Thermohouse Ltd. authorises you to view and download a single copy of the materials on the Site, solely for your personal, non-commercial use. We reserve the right to suspend the use of the Site generally or to block your access to any part of the Site and/or to suspend or terminate your rights to use the Site or any part of it if we suspect misuse.

### INTELLECTUAL PROPERTY

Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right to access and use the Site and the materials displayed thereon. However, no right, title, or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials.

All materials incorporated in or accessible through the Site, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, podcasts, software and other content, and the compilation, collection, arrangement and assembly thereof (including the look and feel of the Site), are protected by Irish and international copyright laws, and are owned, controlled or licensed by MC Group and Thermohouse Ltd. or by the original creators of such materials or their permitted licensors. All such rights are reserved. Such materials may be used only for viewing the Site in the ordinary course. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, displaying, posting, performance, or other exploitation thereof, by any means or medium, without the prior written permission of the copyright owner is strictly prohibited. In addition, where any content on the Site is not owned by MC Group or Thermohouse Ltd., the use of such content shall not be prohibited unless the consent of the owner has been obtained and the use of such material has been notified to us in advance.

## **PRIVACY AND SECURITY**

We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy which is incorporated into these Terms by this reference.

## **GENERAL DISCLAIMER**

This Site is intended to provide general information only, and should not be considered as a substitute for advice covering any specific situation. Users should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in any part of this Site.

While MC Group and Thermohouse Ltd. has taken every precaution in compiling this Site, neither it, nor its contributors, make any warranties, representations or undertakings relating to any of the content of the materials on the Site (including, without limitation, as to the quality, accuracy, completeness or fitness for any particular purpose of such content).

Neither MC Group or Thermohouse Ltd, any of our affiliates, nor any of our or their respective licensors, licensees, service providers or suppliers warrant that the Site will be continuously available, or that your use of the Site or any function of the Site will be uninterrupted or error free, or that the Site and server will be free from infection, viruses and/or other components that have contaminating or destructive properties.

The Site is provided by MC Group and Thermohouse Ltd. on an “as is” and “as available” basis. To the fullest extent permissible by law, MC Group and Thermohouse Ltd. disclaims all warranties, conditions and undertakings, express or implied. MC Group and Thermohouse Ltd. does not warrant or make any representations regarding the use or the results of the use of the materials incorporated in the Site or any third party website accessed through the Site in terms of their correctness, accuracy, timeliness, reliability, or otherwise and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material.

Further, please note that no advice or information, obtained by you from our personnel or through this Site shall create any warranty not expressly provided for in these Terms. Where you rely on any information, material or services on the Site, you do so entirely at your own risk.

## **LIMITATION OF LIABILITY**

You expressly understand and agree that (to the fullest extent permitted by law), MC Group and Thermohouse Ltd. shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from:

- a. the use or the inability to use the Site;
- b. the use of any content or other material on the Site or any website or websites linked to the Site;
- c. unauthorised access to or alteration of your transmissions or data;

- d. statements or conduct of any third party on the Site; or
- e. any other matter relating to the Site.

If you are dissatisfied with these Terms, your sole and exclusive remedy is the discontinuation of the use of the Site.

### **YOUR OBLIGATIONS**

In accessing any part of our Site, you agree not to use the Site or cause or permit the Site to be used:

- to jeopardise or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network;
- to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- for any commercial purpose including any direct marketing, surveys, contests or pyramid schemes, nor to use the Site to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;
- to distribute, download, upload, or transmit any material which contains viruses, Trojan horses, worms, or other harmful or disruptive components to attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- or contrary to the terms and conditions of any Internet Service Provider you may use.

You further agree to defend, hold harmless and indemnify MC Group and Thermohouse Ltd. for any loss, expenses or damage we suffer or incur if you breach any of these obligations or any other Terms.

The Site is controlled and offered by MC Group and Thermohouse from Ireland. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **LINKS**

The Site contains links to third party websites. These links are provided for your convenience only and you are solely responsible for evaluating the content and accuracy of materials on such third party websites. If you choose to access linked third party websites, you do so at your own risk.

MC Group and Thermohouse Ltd. generally welcomes the hyper-linking to the Site from other appropriate websites. Any links to the Site from another website must be presented in such a manner that the viewing of the Site is not impaired by framing or similar techniques that may impact the visitor's perception of the Site or their user experience.

### **NOTICE AND TAKE DOWN PROCEDURE**

If you identify material on the Site which you believe infringes any of your own intellectual property rights, you should contact us by writing to the MC Group, Coolcaslagh, Killarney, Co. Kerry, Ireland. Your letter must include the following:

- i. A signature confirming that you are the owner of an exclusive right, or that you are a person authorised to act on behalf of the owner of an exclusive right, that is allegedly being infringed on the Site;
- ii. You must identify the copyrighted work(s) claimed to have been infringed on the Site;
- iii. You must identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit MC Group and Thermohouse Ltd. to locate the material;
- iv. You must provide information reasonably sufficient to permit MC Group or Thermohouse Ltd. to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
- v. You must confirm in writing that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. You must confirm in writing that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Where MC Group or Thermohouse Ltd. receives a valid notice containing the above information, we will take steps to investigate the matter and, where we are satisfied that the allegation is merited, we will remove the offending content. Any removal will be on a “without prejudice” basis and shall not constitute any admission of responsibility on the part of MC Group or Thermohouse Ltd. or any other party. If you have any other concerns regarding the Site, please see the Contact details at the end of these Terms.

### **GOVERNING LAW**

The Site has been designed and these Terms shall be governed by and construed in accordance with the laws of Ireland (excluding Northern Ireland). Any dispute arising out of the access or use of the Site will be subject to the jurisdiction of the Irish courts (excluding Northern Ireland).

### **ADDITIONAL TERMS**

These Terms constitute the entire agreement between you and MC Group and Thermohouse Ltd. with respect to your access and use of the Site and any third-party website accessed through the Site. If any of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Our failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of those or any other rights or remedies.

### **CONTACTING US**

If for any reason you wish to contact us, we can be reached at: MC Group, Coolcaslagh, Killarney, Co. Kerry, Ireland. Tel: 353-64-6631307.

Thank you for visiting the Site.