



55 Grange Heights, Waterford, Ireland. Tel: +353 51 854737 Fax: +353 51 304828  
E-mail: sales@concept.ie - support@concept.ie Web: <http://www.concept.ie>

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## **CONCEPT Terms and Conditions**

### ***Introduction***

CONCEPT provides World Wide WEB ("WWW") -space and WWW domain name registration and maintenance services. This agreement constitutes the entire agreement ("the Agreement") between CONCEPT and you and supersedes any written or oral representations, statements, understandings or agreements. By using CONCEPT's services, you confirm your acceptance of and agree to be bound by this Agreement.

### ***Agreement To Terms And Conditions***

This Agreement takes effect on the date on which you first use or test CONCEPT or when you pay for their services, whichever is the earliest. From time to time, it will be necessary to update the terms and conditions. We will endeavour to give you, wherever possible, 7 days notice of any change and you agree to be bound by the new terms and conditions by your use of the system after the implementation date for them.

We reserve the right to impose immediate implementation of new terms and conditions where necessary for the protection of the system. Should you find any new terms and conditions unacceptable, then you will be granted a refund of any unexpired part of your subscription and you agree that, save for this refund, you will not make any claims whatsoever for compensation in relation to the cancellation or withdrawal of your subscription.

For the avoidance of doubt, a user during any free-rental or free trial period provided by CONCEPT shall be governed by this Agreement as if a full user.

### ***Information Provided By You***

You warrant that the name, address and payment information that you provide when you join CONCEPT is correct and you agree to notify CONCEPT of any changes in the name, address and/or payment details. You agree that CONCEPT may disclose your name and address where there is any complaint about the content of your pages or in relation to goods or services advertised there.

You agree to be responsible for the use of CONCEPT services and to comply with your responsibilities and obligations as stated in this Agreement.

### ***Usage***

CONCEPT will not monitor the contents of your pages. Files that you upload to your web-pages are subject to withdrawal without notice by CONCEPT upon complaint about their content where CONCEPT at their sole discretion deem this necessary. You warrant the accuracy, truthfulness or reliability of any information (including statements of opinion or advice) which you place on your web-pages. You warrant that you are authorised to promote any information which you do so on your web-pages (for example if you are providing financial information, that you hold any necessary authorisation required under the Financial Services Acts etc.).

You agree to keep secure your CONCEPT identification, password and other confidential information relating to your account. We cannot guarantee that unauthorised users or hackers will never infiltrate the system. Your data pages may not be secure against hackers and you take that risk. If you find evidence of infiltration, you must let us know and we will take steps both to try and prevent it and to notify the proper authorities. You are personally responsible for the use of your account and the secrecy of your password. If you are a corporate user then the company is also responsible, together with the individual using the account. In addition, you are deemed to be logging onto the system (i.e. the authorised person for that account) when an account is logged on by using your correct account ID and password.



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You must also tell us immediately if someone steals your password or if you find someone else is using your ID. Our system will not accept the use of any ID more than once so this should never happen unless someone has got access to your ID and password). We will change your password for you if this is the case.

You must also cooperate with us and the Police concerning any legal action taken arising from the misuse of your account by anyone else. You are entirely responsible for the content of your web-pages. You may not, under any circumstances, use CONCEPT pages to do any of the following:

1. publish, post, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information;
2. threaten, harass, stalk, abuse, disrupt or otherwise violate the legal rights (including rights of privacy and publicity) of others;
3. engage in illegal or unlawful activities;
4. make available / upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
5. make available / upload files that contain a virus or corrupted data;
6. falsify the source or origin of software or other material contained in a file that you make available on your web-pages;
7. act, or fail to act, in your use of the web-pages, in a manner that is contrary to applicable law or regulation.

You are entirely responsible for any civil or criminal liability that is incurred as a result of your use of your web-pages. We undertake not to look at the content thereupon except where we have reasonable cause so to do in order to protect the continued use of the system or our reputation or we have cause to believe that our terms and conditions are being breached.

### ***Root Access and Security on CONCEPT***

CONCEPT reserves the right of root access on the system and it is a condition of use that you do not attempt to gain root access. Should you find or suspect that there has been a breach of network access then you are required to inform CONCEPT immediately.

### ***Advertising on CONCEPT***

If you advertise or offer to sell goods or services via your web-pages, you undertake to provide goods in conformity with any description and warranties made. You agree to comply with all relevant Advertising and Broadcast regulations, Consumer Credit Acts and Trades Descriptions Acts etc. If you are advertising goods in the course of a trade or business this must clearly be so stated. CONCEPT reserves unconditionally and at its sole discretion the right to withdraw pages or other services in order to prevent damage (or the likelihood or threat thereof) to its system or reputation or otherwise for its security, safety or continued operation or upon legal advice. If such withdrawal occurs, then you will be deemed to have expressly authorised CONCEPT to make any disclosures to the relevant authorities or other bodies that it reasonably considers necessary or appropriate.

### ***Termination***

CONCEPT may terminate your subscription at any time, with or without cause, upon reasonable notice. You may also do the same. Where CONCEPT terminates your subscription with cause, or you terminate your subscription, you will not be entitled to any refund of any unused part of your subscription.

### ***Debt Collection Policy***

Should CONCEPT be forced to call in a debt collection company to recover monies owed to us by you or your agent, CONCEPT reserves the right to levy a 25% surcharge in addition to any outstanding amount



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CONCEPT expressly reserves the right to terminate or suspend your subscription without prior notice should you fail to comply with these Terms and Conditions or should CONCEPT deem at their sole discretion that such action is necessary or prudent in order to protect CONCEPT. In such circumstances, CONCEPT will confirm such termination or suspension by subsequent notice. Save for any refund of unused parts of the subscription as above, you will not be entitled to any compensation whatsoever in the circumstances of termination and CONCEPT will not be liable for any consequential loss whatsoever in relation to termination of your account in any circumstances. After termination of your account, CONCEPT may if they deem it applicable at their sole discretion post a redirection to any new URL should you desire this.

### ***Use Of Information by CONCEPT***

CONCEPT will not distribute (excepting any disclosure to the relevant authorities as above) web-pages outside CONCEPT without a subscriber's consent but may include information about a subscriber in promotional material and advertising and may make such information available to third parties for promotional or advertising purposes. You agree that files that you have uploaded to CONCEPT may be used in such manner and for such purposes.

### ***Charges***

You agree to pay all charges for your use of CONCEPT at the prices in effect at the beginning of your subscription period or the anniversary thereof. Current charges are normally shown on web pages at <http://www.concept.ie> CONCEPT reserves the right to change prices or institute new charges for use of CONCEPT services at any time. All changes will be posted online. Payment of your account balance is due at inception and subsequently on the anniversary thereof. Where payment is not made by due payment date of due payment, your account may be suspended or terminated at our discretion.

In addition if CONCEPT has not received notice in writing (not email) of your wish to terminate a particular service or collection of services prior to their due payment date then you will remain liable for any and all amounts that are outstanding on that due payment date. CONCEPT reserves the right to withhold any services from you and to take any lawful means to recover the outstanding amounts.

### ***Storage & Bandwidth***

CONCEPT reserves the right to monitor bandwidth used and bandwidth supplied upon demand and will use best endeavours to meet any reasonable demands on the system, however CONCEPT reserves the right to implement restrictions on available bandwidth in order to protect system integrity. Your subscription covers permitted bandwidth and if your bandwidth moves outside any or all of these criteria, then CONCEPT reserves the right to make additional charges in accordance with their additional bandwidth charges then in force.

CONCEPT will not accept liability for failures in available bandwidth which are outside normal usage or which occur due to force majeure, matters outside CONCEPT control or which are not reasonably foreseeable.

### ***Domain Names***

CONCEPT will not be responsible for domain name or other related charges. Prompt payment of these are a matter for you and CONCEPT will accept no liability in relation to payment or non-payment of these charges or any dispute in relation to domain names. CONCEPT reserves the right in the event of disputes concerning domain names to suspend the use of domains, to impose a homepage redirect system or other systems which is at its sole discretion considers necessary or prudent. CONCEPT will usually only act upon court order or legal advice in relation to domain disputes and will seek wherever possible to notify you of any action to be taken in advance. CONCEPT will not accept any liability for actions taken in relation to name disputes and you indemnify CONCEPT for any legal or other costs, charges, damages, fines or other financial consequences in relation thereto.



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### ***Mail & Back Up Policy***

CONCEPT will under no circumstances monitor the content of any client mail routed via CONCEPT or systems hosted by CONCEPT, save under authority of law or court order. Mail is entirely your responsibility and you are responsible for sending mail in accordance with any relevant legislation (including data protection legislation) and for sending the same in a secure manner. CONCEPT will take all reasonable steps to ensure accurate and prompt routing of messages but will not accept any liability for not-receipt or misrouting or any other failure of mail. You are reminded that sensitive mail should be sent with the use of suitable encryption procedures.

CONCEPT will not accept responsibility for losses or data or other information due to hardware failures and back-up of your mail facilities and web-pages (including data held on web-hosted machines) is entirely your responsibility.

If you are a Web-Housing client, CONCEPT will provide a daily backup of your data upon payment of additional back-up charges, and will use reasonable endeavours to ensure the accuracy of such systems and to restore your data should a failure occur; however no liability is accepted for failures in the back-up system or restoration from back-up which are not reasonably foreseeable by CONCEPT.

### ***Exclusion of Warranties and Limitation of Liability***

CONCEPT and all CONCEPT services are provided "as is," and CONCEPT makes no express or implied representations or warranties to you regarding the usability, condition or operation thereof. CONCEPT will at all times endeavour to maintain an uninterrupted and error-free service. However CONCEPT make no representations or warranties regarding the services provided by them and do not warrant that use of CONCEPT services will be uninterrupted or error-free, or that CONCEPT services will meet any particular criteria of performance or quality.

CONCEPT will at all times use endeavour to maintain and safeguard your data on its system.

However CONCEPT accepts no responsibility for any damage to data or the loss thereof. CONCEPT expressly disclaims all implied warranties, including without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security or accuracy.

Your use of CONCEPT services is at your own risk. You accept full responsibility for such use and the risk of any loss resulting from your use of the system and the content of your pages. You also accept full responsibility for safeguarding your own data. Notwithstanding contrary clauses in this Agreement, in the event that CONCEPT are deemed liable to you for breach of this Agreement, you agree that CONCEPT's liability is limited to the amount actually paid by you for your subscription. You hereby release CONCEPT from any and all obligations, liabilities and claims in excess of this limitation.

No waiver or inaction by CONCEPT of any rights or remedies herein will act to prevent CONCEPT acting or asserting the same or similar rights at a later time in relation to use of the system.

CONCEPT does not accept any responsibility whatsoever for anything posted on the system (except by one of our staff or authorised representative) and you agree by using the system that CONCEPT will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages or losses which are incurred in connection with the use of the system even if CONCEPT has been advised of this possibility and you hereby waive any claims with respect thereto, whether based on contractual, tort or other grounds and you agree to indemnify CONCEPT and hold CONCEPT harmless from and against any and all reasonable claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable legal defence and other legal costs) incurred as a result of your actions on the system or materials or information transmitted by you in connection with the system. This means that you may be liable to pay CONCEPT where other callers or third parties make claims against CONCEPT.

### ***Indemnity for System Misuse***

If you post a defamatory/libellous message, it is you that publish it and you that will be liable for the consequences of it. You will also be liable for and by your use of the system you agree to indemnify us for our reasonable legal costs incurred in defending any defamation or libel action caused by your



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page content and you agree to indemnify us for any damages which are awarded against us by a court of law or which we pay as a result of settling such an action upon legal advice.

You will also be liable for and by your use of the system you agree to indemnify us for our reasonable legal costs incurred in defending any other criminal or civil action caused by your page content or use of the system and you agree to indemnify us for any fines, damages or other penalties or financial sanctions which are awarded against us or become payable by us at any time by a court of law or which we pay as a result of settling such an action upon legal advice.

For the avoidance of doubt, You agree to indemnify CONCEPT from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims based upon or relating to the use of your web-pages, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service, non-supply, fraud, infringement of intellectual property or other rights or other claims whatsoever.

CONCEPT will notify you promptly of any claim for which CONCEPT seeks indemnification at the currently supplied address. CONCEPT will afford you the opportunity to participate in the defence of such claim, provided that your participation will not be conducted in a manner prejudicial to CONCEPT's interests, as determined by CONCEPT at its sole discretion.

### ***Notices and Consents***

Notices given by CONCEPT to you will be given by Email or by a general posting on CONCEPT's home pages, or by conventional mail. Prices quoted on-line are for guidance only. In any matter requiring CONCEPT's prior consent, an authorised representative of CONCEPT must give such consent in writing. Notices given by you to CONCEPT may be given by email, fax or mail and will be confirmed conventional mail. Notices to CONCEPT may be sent by you to CONCEPT's email address given below, by fax or conventional mail and must be confirmed by conventional mail. The address for communication to CONCEPT by conventional mail shall be: 55 Grange Heights, Waterford, Rep. Ireland. The telephone number shall be 051 854737. The facsimile number shall be 051 304828. The address for email shall be support@concept.ie

### ***Assignment of Rights***

Neither party will assign this Agreement or any benefits or interests arising under this Agreement without the prior written consent of the other party.

### ***General Terms***

CONCEPT reserves the right to do normal system housekeeping such as creating back-ups AND does not accept any responsibility for ensuring back ups works. Your data security is your own responsibility.

If CONCEPT suspects illegal activity, we may notify the authorities and reserve the right to do anything on the system that our lawyers advise us to do in the protection of the system.

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and CONCEPT as a result of your use of CONCEPT. You agree not to hold yourself out as a representative, agent or employee of CONCEPT. You agree that CONCEPT will not be liable by reason of any representation, act or omission to act by you.

CONCEPT's performance under this Agreement is subject at all times to existing laws and legal process and nothing contained in this Agreement is in derogation of CONCEPT's right to comply with law enforcement requests or requirements relating to a Subscriber's use of CONCEPT or information provided to or gathered by CONCEPT with respect to such use.

### ***Severability***

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder will be not be deemed to be prejudiced (unless



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the substantive purpose of this Agreement is then frustrated, in which case either party may terminate this Agreement forthwith on written notice).

### ***Governing Law***

This Agreement is governed by the laws of Ireland you consent to the exclusive jurisdiction and venue of the Waterford Courts or the Dublin High Court in any and all disputes arising relating to this Agreement.

**WARNING: PLEASE NOTE THAT IF YOU BREACH THESE TERMS AND CONDITIONS, YOUR WEB PAGES MAYBE IMMEDIATELY WITHDRAWN.**