

TERMS OF SERVICE

OUR RIGHTS

We reserve the right to:

A. Change or remove (temporarily or permanently) our websites (or any part of it) without notice to you, and you confirm that we shall not be liable to you for any such change or removal: and/or

B. Change these terms & conditions of use at any time, and your continued use of our websites following any change shall be deemed to be your acceptance of such change. It is your responsibility to check the terms & conditions of use regularly for changes. If you do not agree with any change to the terms & conditions of use you must immediately stop using our websites.

THIRD PARTY LINKS

We may provide links to other websites or resources from time to time. Any such link to other websites or resources is not an endorsement of such website or resources and you acknowledge and agree that we are not responsible for the availability of and content on such websites or resources.

INTELLECTUAL PROPERTY

1. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material on our websites, including the website design, structure and graphics and all software and source codes connected with the websites shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.

2. You acknowledge and agree that the material contained within our websites is made available for your personal non-commercial use only. You may only access, view, copy and/or print pages from our websites for the sole purpose of personal non-commercial use. Any other use of the material within our websites is strictly prohibited.

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YOUR WARRANTIES You warrant that:

- A. You will use our websites only in accordance with these terms & conditions of use and only for lawful purposes and in a lawful manner; and
- B. All information which you provide to us is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to such information.

LIMITATION OF LIABILITY

- 1. We will not be responsible or liable to you for any loss of material uploaded or transmitted through our websites.
- 2. We will not be liable in contract, tort, negligence, for pre-contract or other representations (other than fraudulent or negligent representations) or otherwise out of or in connection with these terms & conditions of use for:
 - A. Any economic loss (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
 - B. Any special or indirect losses whatsoever.
- 3. Nothing in these terms & conditions of use shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

DOWNLOADING

- 1. From time to time we will add download software to the Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) websites.
- 2. In downloading from the Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) websites you hereby warrant that Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) shall not be held liable for any problems, losses or damages that accrue while downloading from any of our websites.

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3. In downloading the materials, you acknowledge that these materials are owned by Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) or licensed to, and you agree to read and accept our copyright terms before downloading any materials from our websites.

4. If you have read and decline any of the downloading terms, then please do not download any materials from the Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) websites. If you decline any of the downloading terms and choose to download materials, then you do so at your own discretion and release us from any liability you feel we may have caused and open yourself to legal prosecution if you violate our copyright agreement.

FAILURES

We shall have no liability (including liability for negligence) for the acts or omissions of telecommunications service providers or for failures of, or faults in their networks and equipment.

MARKETING

1. Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) shall use their best endeavours to meet the requirements of the customer.

2. Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) shall ensure they do everything they reasonably can to make certain the product required by the customer is ready by the due date requested.

ADDITIONAL TERMS

Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) may require from time to time adding additional terms in relation to services provided. These additional terms apply to special offers or promotions they may be offered.

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DISPUTE

Any dispute arising in connection with the terms and conditions shall be referred to a joint committee composed of a representative of both Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) and the customer. If both representatives fail to find any agreement, Whelan Enterprises (which includes Whelan Foundation aka The Brendan Whelan Foundation, Soldier, Shadowhawk Entertainment, Doe and Deer Leisure, Jayan Management and AJ'S Coffee) and the customer may choose to refer the matter to Arbitration under the Arbitration Acts and the decision of the arbitrator shall be final.

JURISDICTION

This agreement shall be governed by the laws of the Republic of Ireland and only the courts in the Republic of Ireland shall have jurisdiction in any dispute.