IE-TCits03

Website terms and conditions template: on-demand IT service provision

Terms and Conditions

These terms and conditions are the contract between you and [Our Name] (“us”, “we”, etc). By visiting or using Our Website, [redacted].

We are [trade name], a company registered in [[redacted]], [redacted] [[redacted]].

Our address is [address]

VAT Registration Number: [Number]

You are: Anyone who uses Our Website or [redacted].

Under 18 years? Sorry, but we deal only with people who are [redacted].

Please read this agreement carefully and save it. If you do not agree with it, you should leave [redacted].

These are the agreed terms

1. Definitions

“Content”	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, [redacted].
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, [redacted].
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the [name] group of companies. [redacted]

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[redacted].

"Post" means place on or into Our Website any Content or material [redacted].

"Services" means all of the services available from Our Website, [redacted].

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. the headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted].

2.2. any agreement by either party not to do or omit to do something includes an obligation not to allow some [redacted].

2.3. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted], [redacted].

3. Basis of Contract

3.1. In entering into this agreement you have not relied on any representation or information from any source except the [redacted].

3.2. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on [redacted].

3.3. You acknowledge that you understand exactly what is included in the Services and you are satisfied that [redacted];

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3.4. So far as we allow use of our Intellectual Property, we grant a licence to you, [redacted].

3.5. [Our contract with you and licence to you last for [one year from the date of start / payment]. Any continuation by us or by you after the expiry of one year is a new contract in the terms then shown on Our Website. [redacted], [redacted] / [redacted]].

3.6. The contract between us comes into existence when we receive [redacted].

OR

3.7. The contract between us comes into existence only when we write to you to confirm that we agree to provide to you the Service you want. Your payment does not create a contract. [redacted].

3.8. We may change this agreement and / or the way we provide the Services, [redacted]. [redacted]:

  3.8.1 the change will take effect when we Post [redacted].

  3.8.2 we will give you notice of the change. If you do not accept the change, we will refund [redacted].

  3.8.3 if you make any payment for Services or goods in the future, you will do so under [redacted].

4. Your account and personal information

4.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that [redacted], [redacted],

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[redacted], [redacted].

4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible [redacted].

4.3. You agree to notify us of any changes in your information immediately it occurs. If you do [redacted], [redacted].

5. The price

5.1. The prices payable for Services are clearly set [redacted].

5.2. The price charged for any Services may differ from one country to another. You may not be entitled to [redacted].

5.3. Prices are inclusive of any applicable value added [redacted].

5.4. If, by mistake, we have under-priced a Service, we will not be liable to supply that Service to you at the [redacted], [redacted].

5.5. Any details given by us in relation to exchange rates are approximate only [redacted].

5.6. You will pay all sums due to us under this agreement by the means specified without [redacted] - [redacted], [redacted].

5.7. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any [redacted].

6. Security of your credit card

We take care to make Our Website safe [redacted].

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6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will [redacted].

6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be [redacted].

7. If you buy as a consumer

This paragraph applies if you buy as a consumer as defined in the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. Provided those [redacted], [redacted].

7.1. We now inform you that information relating to all aspects of our Services is not in this document but in our marketing material, [redacted].

7.2. The following rules apply to cancellation [redacted]:

7.2.1 If you have ordered our Service but we have not yet started to work for you, you may cancel your order without giving a reason, at any time within 14 days [redacted]. [redacted].

7.2.2 If you want us to start work before 14 days has passed, you can opt out of your cancellation right. To do that you have to instruct us to start your work as soon as we [redacted]. [redacted].

7.2.3 If you have ordered our Service and we have started to work for you, you may cancel your order without giving a reason, at any time within 14 [redacted]. [redacted].

7.2.4 if you do so, you will owe us for work done to the date of [redacted].

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7.2.5 If you give up your right to cancel, that will apply to all work we [redacted].

7.3. In any of the above circumstances, we will return any money [redacted] 14 [redacted].

7.4. Free Services (if any) are not [redacted].

8. How we handle your Content

8.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 [redacted] [[redacted]].

8.2. [We repeat here that the results of any test or examination undergone on Our Website will be managed confidentially [, in accordance with our standard [redacted]] [redacted] [[redacted]] [redacted].

OR

8.3. If you take part in any [game or competition or as the case may be] involving inter-action with some other person, the actions you take and every Content you Post are accessible immediately to other participant(s). While we do not provide access to your identity, they [redacted]. [redacted].

8.4. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no [redacted].

8.5. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log [redacted], [redacted]. [redacted].

8.6. Posting content of any sort does not change your ownership of the copyright in it. We have no claim [redacted].

8.7. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law,

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which [redacted] ;

8.8. You accept all risk and responsibility for determining whether any Content is [redacted] .

8.9. Please notify us of any security breach or [redacted] .

9. Restrictions on what you may Post to Our Website

We invite you to contribute Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other [redacted] . [redacted] .

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we [redacted] - [redacted] .

You agree that you will not use or allow anyone else to use Our Website to Post [redacted] :

9.1. be unlawful, [redacted] ;

9.2. be obscene, [redacted] , [redacted] , [redacted] , [redacted] ;

9.3. be sexually explicit or pornographic;

9.4. be likely to deceive any person or be [redacted] , [redacted] , [redacted] ;

9.5. use a Posting to solicit responses [redacted] ;

9.6. request or collect passwords or other personal [redacted] , [redacted] ;

9.7. be used to sell any goods or services or for any other commercial use not intended by [redacted] , [redacted]

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[redacted] . [redacted] : [redacted] ;

9.8. include anything other than words (i.e. you [redacted]) [[redacted]];

9.9. facilitate the provision [redacted] ;

9.10. link to [redacted] ;

9.11. Send age-inappropriate [redacted] [18].

10. Your Posting: restricted content

In connection with the restrictions set out [redacted] , [redacted] .

In addition to the [redacted] , [redacted] :

10.1. hyperlinks, [redacted] ;

10.2. keywords or words [redacted] , [redacted] .

10.3. the name, [redacted] .

10.4. inaccurate, false, or misleading information;

11. Removal of offensive Content

11.1. For the avoidance of doubt, [redacted] .

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11.2. We are under no obligation to monitor or record the activity of any user of Our [redacted] - [redacted] . [redacted] , [redacted] .

11.3. If you are [redacted] :

11.3.1 your claim or complaint must be submitted to us in the form [redacted] . [redacted] .

11.3.2 we shall remove [redacted] ;

11.3.3 after we receive notice of [redacted] ;

11.3.4 we may re-[redacted] .

11.4. In respect of any complaint made by you or any person on your behalf, [redacted] .

11.5. You now agree that if any complaint is made [redacted] .

12. Security of Our Website

If you violate [redacted] .

You now agree that [redacted] :

12.1. modify, copy, or cause damage [redacted] .

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12.2. link to Our Website in any way that would cause the appearance [redacted] ;

12.3. download any part [redacted] , [redacted] ;

12.4. collect or use [redacted] , [redacted] , [redacted] ;

12.5. collect or use any information obtained [redacted] ;

12.6. aggregate, copy or duplicate in any manner any of the [redacted] , [redacted] ;

12.7. Despite the above [redacted] , [redacted] :

12.7.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific [redacted] . [redacted] , [redacted] , [redacted] , [redacted] . [redacted] .

12.7.2 you may copy the text of any [redacted] .

13. Interruption to Services

13.1. If it is necessary for us to interrupt the Services, [redacted] .

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13.2. You acknowledge that the [redacted].

13.3. You agree that we are not liable [redacted], [redacted], [redacted].

14. Intellectual Property

You agree that at all times you will:

14.1. not cause or permit [redacted];

14.2. notify us [redacted];

14.3. indemnify us for any [redacted];

14.4. not use any name or mark [redacted];

14.5. far as concerns software [redacted], [redacted]:

14.5.1 copy, or [redacted];

14.5.2 use it [redacted];

14.5.3 give access to it [redacted], [redacted];

14.5.4 in any way provide [redacted].

14.6. not use the Intellectual [redacted].

15. Disclaimers and limitation of liability

(This is the first of two options, depending on your customer base. [redacted] ***:*** [redacted]

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[redacted]*.)*

15.1. The law differs from one [redacted].

15.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted],

15.3. We make no [redacted]:

15.3.1 useful to you;

15.3.2 of satisfactory quality;

15.3.3 fit for a particular purpose;

15.3.4 available or [redacted];

15.4. We claim no expert knowledge in any subject. [redacted].

15.5. You agree that in any circumstances when we may become liable [redacted] 12 [redacted].

15.6. We shall not be [redacted]:

15.6.1 indirect or consequential loss; or

15.6.2 economic loss or other loss of turnover, [redacted].

15.7. This paragraph (and any other paragraph which excludes or [redacted]) [redacted].

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15.8. If you become aware of any breach of any term of this [redacted], [redacted] [[redacted]]. [redacted] [[redacted]].

(Option two: use this option (to [redacted]) [redacted] .)

15.9. The law differs from one [redacted] .

15.10. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

15.11. The [Our Name] Website and [Our [redacted]] [redacted] " [redacted] ". [redacted] :

15.11.1 useful to you;

15.11.2 of satisfactory quality;

15.11.3 fit for a particular purpose;

15.11.4 available or [redacted] , [redacted] , [redacted] ;

15.12. We claim no expert knowledge in any subject. [redacted] .

15.13. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, [redacted] , [redacted] , [redacted] , [redacted] . [redacted] , [redacted] , [redacted] [redacted] .

15.14. We make no [redacted] :

15.14.1 accuracy of any [redacted] ;

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15.14.2 delivery of Content, material or any message;

15.14.3 privacy of any transmission;

15.14.4 any act or omission of any [redacted];

15.14.5 [redacted];

15.15. [redacted]. [redacted]. [redacted], [redacted] "[redacted]" [redacted].

15.16. [redacted], [redacted], [redacted]. [redacted].

15.17. [redacted], [redacted] 12 [redacted].

OR

15.18. [redacted], [redacted], [redacted] [€ 10 , 000]. [redacted], [redacted].

15.19. [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

15.20. [redacted], [redacted] [[redacted]]. [redacted] [[redacted]].

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15.21. [redacted] .

16. You indemnify us

[redacted] , [redacted] :

16.1. [redacted] ;

16.2. your breach of this agreement;

16.3. [redacted]

16.4. [redacted] ;

16.5. [redacted] € [100 . 00] [redacted] .

17. Dispute resolution

[redacted] “ [redacted] ” [redacted] ([redacted]) [redacted] 2015 .

[redacted] :

17.1. [redacted] [[redacted]].

17.2. [redacted] [[redacted] ([redacted])]

17.3. [redacted] , [redacted]

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[redacted].

17.4. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: http://ec.europa.eu/consumers/odr/.

18. Miscellaneous matters

18.1. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

18.2. [redacted].

18.3. [redacted], [redacted]:

18.3.1 [redacted];

18.3.2 [redacted], [redacted];

18.3.3 issue a claim in any court.

18.4. [redacted], [redacted].

18.5. [redacted]-[redacted].

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It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]].

18.6. [redacted], [redacted], [redacted],

18.7. [[redacted], [redacted]].

18.8. [redacted], [redacted].

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Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

[redacted] ([redacted] , [redacted]) [redacted] 2013 , [redacted] 14 [redacted] .

[redacted] 14 [redacted] . [redacted] .

Exception when you opt out

[redacted] , [redacted] , [redacted] . [redacted] , [redacted] .

[[redacted] . [redacted] 1 - [redacted] & [redacted] 2 - [redacted]].

Option 1

[redacted] [[redacted] / [redacted]], [redacted] :

- [redacted] [[redacted] / [redacted]] [redacted] 14 [redacted] .

  AND

- [redacted] , [redacted] [[redacted]] [redacted] .

  AND

- [redacted] .

  AND

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- [redacted].

Option 2

Request for immediate supply

[redacted] / [redacted] [[redacted]].

[redacted] / [redacted].

[redacted] / [redacted]. [redacted] / [redacted].

[redacted].

Instructed on [date]

[redacted] : [[redacted]]

Address: [enter your address]

Signature: (only if this form is notified on paper)

Date: [date]

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[redacted].

[redacted], [redacted].

[redacted], [redacted], [redacted]-[redacted].

[redacted], [redacted] [redacted].

[[redacted]. [redacted], [redacted].]

Model cancellation form

[[redacted]. [redacted]. [redacted].]

[redacted] [[redacted], [redacted], [redacted], [redacted]-[redacted]]:

[redacted]/[redacted]/[redacted]/[redacted][[redacted]].

[redacted][[redacted]]/[redacted][[redacted]],

[redacted]: [[redacted]],

Address: [enter your address],

Signature: (only if this form is notified on paper)

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Date: [date]

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Explanatory notes:

Website terms and conditions template: on-demand IT service provision

General notes

1. **About the European Union (Consumer Information, Cancellation and Other ■ ■ ■ ■) ■ ■ ■ ■ 2013**

   For a service provider, the Regulations are ■ ■ ■ ■ ■ ■ ■ ■ .

   To keep it simple, if you provide any assessment service along with a soft ware (IQ test) you are treated as a service provider and you ■ ■ ■ ■ ■ ■ ■ ■

cancels the order, you must give [redacted] 14 [redacted].

But there is a way out. If the customer instructs you to supply service before the 14 day period expires, and provided you have warned the customer that he will lose his right to cancel then the customer has opted out and lost his right to cancel. The opt- [redacted].

Please note: Because you operate a website business, we have assumed you will not want to set up a system which allows for the 14 day cooling-off period for the supply of services. That means your customer must instruct you to send earlier and acknowledge [redacted]. [redacted].

2. What you need to do to comply with the [redacted] 2018

The Act applies to all personal data you collect, use or store. The scope [redacted].

We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at https://www.netlawman.ie/d/website-privacy-policy

For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law. [redacted].

Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep [redacted].

As a vastly reduced summary, the important areas of the [redacted]:

- you do not have a provision where you are assuming implied consent of customer to use his information [redacted];

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- if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such [redacted], [redacted], [redacted].

- Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need [redacted].

- The most important elements of data to consider are personal data and any data which you want to use - [redacted].

You may find full list at:

https://www.dataprotection.ie/docs/GDPR-Overview/k/1623.htm

We have drawn this terms and conditions document on the assumption that you would make practical changes on your website and use an updated privacy notice. So as to allow you [redacted].

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain their business if your terms [redacted]. [redacted] / [redacted]. [redacted]:

We use	**you decide** [redacted]
“Services”	“Super Game; Pro [redacted]”; “[redacted]”; “[redacted]”
“Our Website”	“[redacted]” / “[redacted]”

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But if you do change the defined word, make [redacted].

Remember too, that when a word or phrase is defined, the defined [redacted].

You should first decide on the contents of the document, then return to check [redacted].

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has been carefully considered in the context of this [redacted].

3. Basis of contract

Technically, you are both selling services and granting a licence [redacted].

This paragraph will be clearer if you have changed “[redacted]” [redacted].

4. Your account and personal information

Edit as required. [redacted].

5. The price

We have no comment.

6. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users [redacted].

For payment you may have various alternatives like [redacted].

7. If you buy as a consumer

If you sell only to businesses [redacted].

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This paragraph sets out your customer's rights as a "gold standard". In the past, the law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations continue to keep customers in [redacted] , [redacted] . [redacted] , [redacted] . [redacted] :

- Provision of information
- the 14 day cancellation period
- "opt out" of cancellation right so that you can to [redacted] 14 [redacted] , [redacted] .

8. How we handle your Content

It is a question of balance and maybe how your buyers will [redacted] . [redacted] .

This particular paragraph covers a sensitive issue. You should edit to suit the way you operate your business. You need to provide a balance between making precise promises which could trip you up [redacted] . [redacted] .

9. Restrictions on what you may Post to Our Website

This and the following three paragraphs relate directly to aspects of the interface between you and your buyers. The more they are allowed to enter data, upload, download, leave messages, and so on, the [redacted] . [redacted] , [redacted] , [redacted] , [redacted] .

This paragraph has two purposes: the first is the obvious and named purpose of preventing damage to your website and establishing a contractual obligation by your site users not to do [redacted] . [redacted] , [redacted] .

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No matter what you put in this paragraph, there is no certainty that you may not be the subject of some sort of attack or other problems. However, we do think [redacted].

We suggest that you edit this paragraph in line with the perceived extent of your risk. Obviously a [redacted].

10. Your Posting: restricted content

This paragraph continues in the vein of the previous one. As you see, we intend to make clear that certain other activities are prohibited. We [redacted].

11. Removal of offensive Content

This paragraph is targeted at anyone who is aggrieved at a posting. He may or may not be one of your customers or members. By stating and following this policy you will reduce [redacted].

12. Security of Our Website

There is an intentional overlap here with the paragraph on restrictions on posting. Your need for this provision also depends on [redacted].

13. Interruption to Services

We have no comment.

14. Intellectual Property

Few business managers appreciate just how much IP is owned [redacted].

15. Disclaimers and limitation of liability

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We do not have sufficient information about your business [redacted] .

Our aim in drawing this paragraph is to limit your liability as far as possible, particularly against events [redacted] .

There is a substantial set of law which regulates what you can sell to [redacted] .

On top of that solid legal structure is an even larger structure relating to protection [redacted] .

We have therefore provided not merely alternative provisions within this paragraph, but [redacted] .

If you sell Worldwide, [redacted] .

It is possible that neither of these alternatives will be entirely enforceable. [redacted] .

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Our best advice to you is to include these disclaimers so far [redacted] .

You will see that we have also included in the provision for [redacted] .

16. You indemnify us

We suggest no edits.

17. Dispute resolution

This paragraph sets out standard terms as required [redacted] ([redacted]) [redacted] 2015 . [redacted] :

The new law is directed at those [redacted] 1000 [redacted] .

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should [redacted] .

Mediation costs money. [redacted] .

There seems to be some confusion in the EU regulations as to [redacted] 2010 .

As a result of that act, arbitration entails very similar procedures to those in [redacted] .

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[redacted]

The new regulations require that if you know of a mediator, you should [redacted]

From here [redacted]

The law requires that when your internal complaint handling procedure is exhausted then you [redacted]

17.9. in the unlikely event that your business is a large [redacted]

However, as an online service provider the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/

You may find more details at:

http://www.irishstatutebook.ie/eli/2015/si/500/made/en/print

https://www.eccireland.ie/

Do not [redacted] 17 . [redacted]

18. Miscellaneous matters

A number of special points we have identified each of these as important [redacted]

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[redacted].

Notice of right of cancellation

At the end of the terms document, [redacted]. [redacted]. [redacted].

The first part is your notice to your customers. [redacted], [redacted]. [redacted].

We have also provided the required information about the cancellation notice followed by [redacted]. [redacted], [redacted]. [redacted], [redacted].

End of notes

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