

Terms and Conditions

These are the terms and conditions subject to which we allow you to use Our Website. By visiting or using Our Website, or signing up for our services, you agree to be bound by them.

If you violate these terms we may terminate your use of Our Website, bar you from future use of Our Website, cancel your order, and/or take appropriate legal action against you.

We are Exploring Solutions, a registered trading name (BRN 635643) of On The Ball Personal Assistants Limited, a company registered in Ireland, number 514976.

Our address is 54 Newtown Glen, Tramore, Co Waterford X91D3K4, Ireland

You are: Anyone who uses Our Website or buys from us.

Please read this agreement and our "Product Licence Terms" carefully and save both documents. If you do not agree with our terms and conditions, you should leave Our Website and stop using our products and Services immediately.

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

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|-------------------------|---|
| "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, images, sounds, videos and animations. It includes content Posted by you. |
| "Intellectual Property" | means intellectual property owned by us or by any third party, 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, trademarks, unregistered marks, designs, copyrights, domain names, discoveries, creations and inventions, together with all rights which are derived |

from those rights or for which application for registration has been made in any country.

“Our Website”	means the entire computing hardware and software installation that is or supports our website including any communication or peripheral system. It includes any website of ours, and all web pages controlled by us.
"Post"	means place on or into Our Website any Content or material of any sort by any means.
“Licence”	means a licence granted by us to you in the terms of this agreement for use of a Licensed Product.
“Licensed Product”	means any product, material or thing offered for Licence by us on Our Website, whether or not bought by you. A reference to “Product” shall be a reference to all or part of a Product or to a Product changed by you in any way.
“Service”	means any service we sell from time to time, whether or not connected to a Licensed Product.

2. Interpretation

In this agreement the following meanings apply unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights, and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. any agreement by either party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

- 2.5. a reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.
- 2.6. these terms and conditions apply to all supplies of Licensed Products by us. They prevail over any terms proposed by you.
- 2.7. 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 translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1. If you use Our Website in any way on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you.
- 3.2. When you buy a Licensed Product, you are in fact buying a licence to use that Licensed Product. The terms of use vary from one Licensed Product to another and are contained in our "Product Licence Terms". That Licence is supplemental to this agreement and to be read with this agreement to provide the full agreement between us.
- 3.3. In entering into this contract, you have not relied on any representation or information from any source except Our Website.
- 3.4. Unfortunately, we cannot guarantee that every Product advertised on Our Website is available. If at any time a Product becomes unavailable, we will immediately refund any money you have paid.
- 3.5. There is no contract between us for any free service, so you do not become a client by using any free service and we are not liable to you in any way resulting from your use of any free service.
- 3.6. The price of any Licensed Product or Service may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy that Licensed Product or Service.
- 3.7. You agree that you are bound by these terms (or the latest version of them) for all future contracts with us, whether ordered through Our Website or in some other way.

- 3.8. You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment made to us, without attempting to seek repayment from us first. In that event, you agree that you will owe us first the sum charged to us by our payment service provider and secondly a sum based on time spent at €100.00 per hour in dealing with your breach. You also agree that this provision is reasonable.
- 3.9. The Contract between us comes into existence at the earlier of:
 - 3.9.1 when we write to you to confirm that your order has been delivered; or
 - 3.9.2 when you download the Licensed Product you have bought.
- 3.10. We may change this agreement and / or the way we provide a Product, at any time. If we do:
 - 3.10.1 the change will take effect when we Post it on Our Website. You are advised to check this page from time to time.
 - 3.10.2 if you make any payment for Licensed Products or Services in the future, you will do so under the terms posted on Our Website at that time.

4. The price

- 4.1. The prices payable for the Licensed Product and Services are clearly set out on Our Website.
- 4.2. The price charged for any Licensed Product or Service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 4.3. Prices are inclusive of any applicable value added tax or other sales tax.
- 4.4. Charges for Services are fixed whenever it is reasonably possible for us to ascertain the price.
- 4.5. When we do not provide fixed charges for the Service, we will charge by the hour. In that case all work done, including all letters, e-mails, faxes and telephone calls made and received will be charged on a time basis in minimum units of one quarter of an hour.

- 4.6. Estimates of charges will be provided to you wherever possible.
- 4.7. You can find our hourly charging rate, time travel rate and motor mileage rate on Our Website. Other travel costs will be re-charged at cost incurred.
- 4.8. Our Services require payment in advance in every case.

Note: you can keep our charges low by providing full instructions and avoiding unnecessary contact.

5. Security of your credit card

We take care to make Our Website safe for you to use.

- 5.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 5.2. 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 fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

6. Cancellation and refunds

This paragraph applies if you buy as a consumer as defined in the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. Provided the Regulations apply to the transaction concerned, then the following terms apply to the contract.

- 6.1. We now inform you that information relating to all aspects of our Products and Services is not in this document but in our marketing material, whether that is in the medium of Our Website or in hard copy.

Please note that following sub paragraphs apply to the Services we offer for sale on Our Website.

- 6.2. The following rules apply to cancellation of your order:
 - 6.2.1 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 of your order. You will have no obligation and we will return any money due to you.

- 6.2.2 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 can. We have provided a form and a full explanation of the procedure at the end of this document.
- 6.2.3 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 days of your order. You must tell us that you wish to cancel.
- 6.2.4 if you do so, you will owe us for work done to the date of cancellation and any money spent on your behalf.

6.3. In any of the above circumstances, we will return any money due to you within 14 days.

Please note that following sub-paragraphs apply only to a Licensed Product you download or which we send as an email attachment.

- 6.4. If you buy a Product which is delivered to you in soft copy, whether by download, or email or some other medium, the law provides that you can opt out of your right to the 14-day cancellation period. Of course, we will not accept your order unless you agree to lose your cancellation right.
- 6.5. You do this by instructing us to arrange delivery immediately, or as soon as we can. If you do that, we will send your Product immediately and you lose your right to cancel your order.
- 6.6. By accepting these terms, you now agree that you are instructing us to deliver immediately and you understand that, in doing so, you lose your right to cancel your order within 14 days.
- 6.7. This paragraph does not affect your rights in the event that the Product is faulty.

7. Liability for subsequent defects

- 7.1. Please check the Product received from us immediately you download it.

- 7.2. If you find an error or defect in the Product, you must tell us by email message to hello@exploringsolutions.ie
- 7.3. The procedure to report an error or defect is as follows:
 - 7.3.1 you must report to us as soon as any defect is discovered but not later than one month from receipt by you.
 - 7.3.2 before you report to us, please carefully re read the manual, processor requirements, system compatibility to confirm that there is definitely a defect in the Product.
 - 7.3.3 please tell us clearly what is the fault you complain of, when it first became apparent or arises, and other information to enable us to identify or reproduce it.
- 7.4. If we agree that the Product is faulty, then we shall:
 - 7.4.1 fix the issue within 3 days and immediately send a new copy to you, or
 - 7.4.2 refund the full cost you have paid.

8. Content you Post to Our Website

You agree that you will not use or allow anyone else to use Our Website to Post any Content which is or may:

- 8.1. be information which could promote or assist any unlawful purpose;
- 8.2. consist in commercial audio, video or music files;
- 8.3. be illegal, obscene, offensive, threatening or violent;
- 8.4. be sexually explicit or pornographic;
- 8.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 8.6. solicit passwords or personal information from anyone;
- 8.7. be used to sell any goods or services or for any other commercial use;
- 8.8. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;

- 8.9. be incomplete or inaccurate or submitted otherwise than as requested by Our Website;
- 8.10. link to any of the material specified above, in this paragraph.

9. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove Content which does not comply with these terms.

In addition to the restrictions set out above, Content must not contain:

- 9.1. hyperlinks, other than those specifically authorised by us;
- 9.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 9.3. the name, logo or trademark of any organisation other than yours.
- 9.4. inaccurate, false, or misleading information.

10. How we handle your Content

- 10.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at <https://www.exploringsolutions.ie/privacy-policy>.
- 10.2. If you Post Content to any public area of Our Website, it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 10.3. 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 in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 10.4. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 10.5. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.

- 10.6. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 10.7. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 10.8. Please notify us of any security breach or unauthorised use of your account.

11. Removal of offensive Content

- 11.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 11.2. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 11.3. If you are offended by any Content, the following procedure applies:
 - 11.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email;
 - 11.3.2 we shall remove the offending Content as soon as we are reasonably able;
 - 11.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 11.3.4 we may re-instate the Content about which you have complained or not.
- 11.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 11.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

12. Security of Our Website

- 12.1. If you violate Our Website we shall take legal action against you.
- 12.2. You now agree that you will not, and will not allow any other person to:
 - 12.2.1 modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
 - 12.2.2 link to Our Website in any way that would cause the appearance or presentation of Our Website to be different from what would be seen by a user who accessed Our Website by typing the URL into a standard browser;
 - 12.2.3 download any part of Our Website, without our express written consent;
 - 12.2.4 collect or use any product listings, descriptions, or prices;
 - 12.2.5 collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
 - 12.2.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
 - 12.2.7 share with a third party any login credentials to Our Website.
- 12.3. Despite the above terms, we now grant a licence to you to:
 - 12.3.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any Product or Service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - 12.3.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

13. Interruption to Exploring Solution's service

- 13.1. If it is necessary for us to interrupt our service, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 13.2. You acknowledge that Exploring Solution's service may also be interrupted for many reasons beyond our control.
- 13.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to our service.

14. Intellectual Property

- 14.1. We will defend our Intellectual Property rights in all countries.
- 14.2. Except as provided in our Product Licence Terms, you may not copy, modify, publish, transmit, or sell, create derivative works from, distribute, perform, display, or in any way exploit any of our Intellectual Property or that owned by any third party and accessible to you via Our Website.
- 14.3. You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.
- 14.4. You agree that at all times you will:
 - 14.4.1 not cause or permit anything which may damage or endanger our title to any of our Intellectual Property;
 - 14.4.2 notify us of any suspected infringement of the Intellectual Property;
 - 14.4.3 indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
 - 14.4.4 not use any name or mark similar to or capable of being confused with any name or mark of ours.

15. Disclaimers and limitation of liability

- 15.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.

- 15.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 15.3. We sell Licensed Products and Services in good faith. But we make no representation or warranty that any Licensed Product or Service will be:
 - 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 accessible, without interruption, or without error.
- 15.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 15.5. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, which is indirect or consequential loss, or economic loss or other loss of turnover, profits, business or goodwill. This applies whether in an action of contract, negligence or otherwise, even if such loss was reasonably foreseeable or we knew you might incur it.
- 15.6. We make no representation or warranty and accept no responsibility in law for:
 - 15.6.1 malfunction in any hardware of yours;
 - 15.6.2 malfunction in any Licensed Product provided by us unless you can prove that it was defective when you received it from us;
 - 15.6.3 the provision or failure to provide any firewall;
 - 15.6.4 accuracy of any Content or the impression or effect it gives;
 - 15.6.5 delivery of Content, material or any message;
 - 15.6.6 privacy of any transmission;
 - 15.6.7 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;

- 15.6.8 any aspect or characteristic of any goods or services advertised on Our Website;
- 15.7. Our Website includes Content Posted by third parties. We are not responsible for any such Content. If you come across any Content which offends you, please contact us via the “Contact us” page on Our Website.
- 15.8. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other good reasons. We may do so without telling you first.
- 15.9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12-month period for the Services or Licensed Product concerned.
- 15.10. This paragraph (and any other paragraph which excludes or restricts our liability or provides an indemnity to us) applies to our directors, officers, employees, subcontractors, agents and affiliated companies, as well as to us.
- 15.11. If you become aware of any breach of any term of this agreement by any person, please tell us by emailing hello@exploringsolutions.ie. We welcome your input.
- 15.12. Nothing in this agreement excludes liability for a party's fraud.

16. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 16.1. your failure to comply with the law of any country;
- 16.2. your breach of this agreement;
- 16.3. any Content you Post to Our Website;
- 16.4. any data you send or upload to Our Website for storage or any other purpose;
- 16.5. a breach of the intellectual property rights of any person;

- 16.6. your failure to conform to any relevant Internet protocol;
- 16.7. any use of your site for a purpose forbidden by this agreement;
- 16.8. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 16.9. a contractual claim arising from your use of the Licensed Products;
- 16.10. and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at €75.00 per hour without further proof.

17. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the European Union (Alternative Dispute Resolution for Consumer Disputes) Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 17.1. If you are not happy with our services or have any complaint then you must tell us by email message to hello@exploringsolutions.ie.
- 17.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 17.3. 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. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

- 18.2. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 18.3. If you are in breach of any term of this agreement, we may:
- 18.3.1 terminate your account and refuse access to Our Website;
 - 18.3.2 issue a claim in any court.
- 18.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 18.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 18.6. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery.
- It shall be deemed to have been delivered:
- if delivered by hand: on the day of delivery;
 - if sent by post to the correct address: within 72 hours of posting;
- 18.7. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 18.8. The validity, construction and performance of this agreement shall be governed by the laws of Ireland and you agree that any dispute arising from it shall be litigated only in Ireland.