

## Terms and Conditions of Service

### GENERAL

This website is owned and operated by: Cian's Kennels CLG, Templeton Glebe, Killashee, Longford, N39 AP04.

By using our website, which includes access through other digital platforms such as our app, you confirm that you accept these Terms of Service ("terms") as binding upon you, including additional terms and conditions and policies referenced herein and/or available by hyperlink, and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

### CONTRACT OF SALE

When you order goods from us or we provide services to you, the terms in force at the time of your order or our agreement will apply as the contract between you and us. This contract begins to be formed between us when we issue an invoice or we both sign an agreement on services. You shall only become the full owner of the goods once we have received full payment; there are no charges for our services.

### INDEMNIFICATION, LIABILITY, AND LIMITATION

The express terms and conditions of these terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Insofar as it is lawful to do so, we do not accept liability of any description including liability for negligence or any damages whatsoever arising out of or in connection with the viewing, use or performance of this website or its contents. In the event that you reproduce, display, transmit, distribute or otherwise exploit the structure, information, material, or any portion thereof, in any manner not authorised by us, or if you otherwise infringe any intellectual property rights relating to the structure, information, photographs, prints or this website, you unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against any and all losses, expenses, costs or damages, including reasonable lawyers' fees, incurred by you or others as a result of unauthorised use of the above and/or your breach of these terms. You unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from any claim brought by any third party against us howsoever arising from or in connection with: these terms; the supply of the services and/or digital goods pursuant to the terms; your use of the services and/or digital goods; or your fraud or negligence. For the avoidance of doubt, we will under no circumstances whatsoever be

liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms for any loss of profits, goodwill, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity or anticipated savings; or any indirect or consequential loss. Without prejudice to other clauses in these terms, our total liability arising under or in connection with these terms, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the purchase price paid for the relevant goods/ services that is/are the subject of a claim.

#### ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website, should be taken to indicate that all information on the website or on any related website has been modified or updated.

#### SALES OF GOODS

If you are not a consumer, you confirm that you have authority to bind any organisation on whose behalf you use our site to purchase services. We reserve the right, but are not obligated, to limit the sales of our goods to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit any services that we offer. We reserve the right to discontinue any service at any time. In accordance with other clauses included in these terms, we make no express or implied warranty, representation or undertaking and assume no responsibility concerning the quality, nature, or fitness for purpose of the services or goods. We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the products or services will be corrected, unless as required by law. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Prices for our goods are subject to change without notice. We reserve the right at any time to modify or discontinue our services on our website (or any part or content

thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of such.

## REFUNDS

We conform to Irish and EU law and regulations for the purposes of whether or not to accept returns. We deal with cases as they happen on an individual basis. We encourage you to contact us as soon as possible after delivery should you discover a fault or defect in our digital goods

## SOCIAL MEDIA PLATFORMS

Communication, engagement, and actions taken through external social media platforms that we participate on are custom to the terms as well as the data protection and privacy policies and notices held with each social media platform respectively. You are advised to use social media platforms wisely and communicate / engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage you when wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

## DATA PROTECTION, PRIVACY AND SECURITY

Your rights to data protection and privacy, including security over data, are very important to us. We treat personal data obtained using this website as private and are committed to providing you with secure access to our online service. This website processes information from you as per our Privacy Statement. When you, amongst other actions, visit our website, enquire about services or send e-mails to us you understand that subsequent data processing will be done as detailed in our Privacy Statement.

## GOVERNING LAW AND DISPUTES

This website is hosted, controlled, and operated from the Republic of Ireland and therefore governed by Irish law, subject to the terms of Public International Law. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the Irish law will apply and the appropriate courts of the Republic of Ireland will have jurisdiction.

## VARIATION OF THESE TERMS & CONDITIONS

We reserve the right to make changes to this website, these terms, and the other information contained in this website at any time and without notice. Please refer to these terms when you visit the website as they may change from time to time.

## SEVERABILITY

In the event that any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

## WAIVER

The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

## ENTIRE AGREEMENT

These terms and any policies or operating rules posted by us on this website or in respect to our website constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms). Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.

## CONTACT INFORMATION

You may contact us by e-mail at the following address: [info@cianskennels.ie](mailto:info@cianskennels.ie)

Contact information published on this website is published for the purpose of users or prospective users contacting us about services offered to them. This information should not be considered as made manifestly public for the purposes of general marketing contact.