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2. **Acknowledgements:** This License Agreement shall be the complete and exclusive statement between the parties hereto concerning the subject matter hereof, superseding and replacing all proposals and prior Contracts and other communications (written or otherwise) between the parties relating to the subject matter of this License Agreement.
3. **Headings:** The headings of this License Agreement are inserted for convenience only and shall not constitute part of this License Agreement or shall not be referred to in its interpretation.
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5. **Registration Details:** The Licensee agrees and warrants that the details provided to the Licensor are correct and complete. The Licensee agrees to inform the Licensor immediately of any changes to the information provided when completing the registration process to gain access to the products, services and information to which this license agreement applies.
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7. **Website Account Access:** The Licensee is responsible for maintaining the confidentiality of their website account details, the password, any other access details and for restricting access to information technology hard and software to prevent the unauthorised access to the Licensee’s website account. The Licensee agrees to accept responsibility for all activities that occur under their website account and/ or password.
8. **Password Confidentiality:** The Licensee should take all reasonable and necessary steps to ensure that the password is kept confidential and secure. The Licensee should inform the Licensor immediately if they have any reason to believe that the password has become known to any other party or if the password has been, is being or is likely to be used in an unauthorised manner. The Licensee agrees to indemnify the Licensor for any loss and/ or damage due to any unauthorised access to the Licensor’s website.
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- 10. Force Majeure:** Notwithstanding anything to the contrary in this License Agreement, the Licensor shall not be liable to the Customer for any failure or delay in the performance of obligations hereunder due to reasons of force majeure, namely any cause or matter not within the reasonable control of the Licensor limiting or precluding the provision of any service by the Licensor hereunder. The Licensor shall be entitled to suspend performance of its obligations hereunder to the extent that and for so long as the same is affected by such force majeure and payment for any works completed will be on a quantum meruit basis.
- 11. Website Availability:** The Licensor will do its' utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed.
- 12. Website Maintenance:** The Licensor reserves the right to occasionally suspended or restrict access to the website to allow for repairs, maintenance or the introduction of new facilities or services.
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- 19. Confidentiality:** Each party undertakes to treat as confidential all confidential information disclosed to it in the course of this License Agreement relating to the business, products and services of the other. Each party shall protect any such information received by using the same care and precautions as are or ought to be used in keeping confidential its own confidential information. The undertakings of the parties in this sub-clause do not apply to the extent that the documentary or other substantial proof the recipient can show: that the information was already properly in the possession of the recipient and at its free disposal prior to receipt hereunder; that the information is hereafter disclosed to the recipient without any obligation of confidence by a third party which has not derived it directly or indirectly from the disclosing party; or that the information was or becomes generally available to the public in publications in general circulation through no act or default on the part of the recipient. Either party may disclose information to such authorities as may be empowered by law to demand disclosure to the extent that such disclosure is required.
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- 25. License Fee:** All fees stated in connection with this License Agreement are stated and payable net. Value Added Tax, where chargeable, shall be added to the fees at the then applicable rate and the equivalent amount shall be chargeable to the Licensee accordingly.
- 26. License Term:** The license period as provided for under this License Agreement is from 15th August 2012 to 15th August 2013.
- 27. Property Rights and Termination:** The content of the products, services and information published on the website and/ or where same is reproduced in paper or hard copy format remains the property of the Licensor at all times. The permission granted to use this material is given on a License basis to the Licensee.
- 28. Limitation of Liability:** The Licensor's exclusive obligation under this License Agreement is to provide the products, services and information referred to on the face of this License Agreement. Conditions, warranties and representations of whatever nature, and whether statutory, customary, implied or otherwise, to the extent permissible are hereby expressly excluded. The Licensor shall not be liable in respect of services referred to on the face of this License Agreement for any loss, damage or expense sustained by the Licensee of whatever nature, howsoever arising and irrespective of the basis of claim. All products, services and information referred to on the face of this License Agreement provided by the Licensor are for information purposes only. The Licensor assumes no responsibility for any use that such products, services and information referred to on the face of this License Agreement may be put to nor for any errors, typographical or substantive. Without prejudice to the preceding provisions of this clause the maximum cumulative liability of the Licensor in respect of any claim or aggregate of claims made under or in connection with this License Agreement shall not exceed the total sum received by the Licensor under this License Agreement.

Any claim made by one party against the other under or in connection with this License Agreement shall not be effective unless made in writing within one month of the date on which the cause of action arose. The Licensor does not purport to exclude or limit liability where such exclusion or limitation is precluded by the law applicable to this License Agreement. The parties agree that the limitations and exclusions contained in this License Agreement are reasonable having regard among other things to their respective businesses, to the nature of the work involved, to their respective capacities to protect and insure against risk and to the fees arising under this Agreement.

- 29. Governing Law:** This Contract shall be governed and construed in accordance with the laws of the Republic of Ireland.
- 30. Mediation:** Any dispute or difference of any kind arising out of or in connection with this contract between the parties may be referred to mediation, subject to the agreement of the parties. The parties must refer the dispute or difference to Mediation within 14 days of the date on which notice was first given as to the existence of either a dispute or difference. The mediator is to be agreed by the parties or in default of agreement to be appointed on the application of either party to this contract by the Chairman of the Bar Council of Ireland. The place of the mediation shall be Dublin, Ireland.
- 31. Arbitration:** If the parties fail to agree to enter into mediation any dispute or difference of any kind arising out of or in connection with this contract between the parties shall be referred to arbitration as hereinafter provided. Either party from the date that any dispute or difference arises shall by written notice require that the matter be referred for binding arbitration. The arbitrator is to be agreed by the parties or in default of agreement to be appointed on the application of either party to this contract by the Chairman of the Bar Council of Ireland. The place of the arbitration shall be Dublin, Ireland. The Arbitration shall be conducted in accordance with the provisions of the Arbitration Acts 1954 to 1998.
- 32. Severability:** It is agreed that each clause of this License Agreement shall operate independently of every other clause and in the event of any clause or part thereof being adjudged invalid or ineffective the remaining clause shall stand. Further in the event of any clause herein being adjudged in its terms as provided for in this agreement, to be invalid or ineffective then the said clause shall be deemed to be amended as necessary to give effect to same.

I agree to be bound by the terms and conditions of this license agreement as outlined.

Name of Facility: _____

Signature of Client _____ Date: _____.