

## **In General**

Central Solutions Limited ("<https://www.central-solutions.com>"), an Irish company with registered number 402284 and registered offices at Innovation Works, National Technology Park, Limerick, Republic of Ireland owns and operate this Climate Ready Academy eLearning environment Website - <https://learning.climatereadyacademy.ie>. This document governs your relationship with the Climate Ready Academy eLearning environment Website ("Website").

Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). You (the user) agree to be bound by the terms and conditions; effective immediately on your first visit to or use of the Climate Ready Academy eLearning environment. If you do not agree to be bound by any of the terms and conditions, access and use of the Climate Ready Academy eLearning environment will be restricted/withdrawn. By using the Services, you (the user) are agreeing to all of the Terms of Service, as may be updated by us from time to time. You (the user) should check this page regularly to take notice of any changes we may have made to the Terms of Service. Your continued use of the Website will be deemed acceptance of the updated or amended Terms and Conditions.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by Central Solutions Limited. Central Solutions Limited has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

## **Privacy Policy**

Our privacy policy, which sets out how we will use your information, can be accessed at <https://www.central-solutions.com/data-protection>. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

## **Provision of the Climate Ready Academy eLearning environment**

Central Solutions Limited reserves the right to modify or discontinue the provision of the Climate Ready Academy eLearning environment and any associate websites; including the removal of any content or data that is provided by either Central Solutions Limited or by you (the user). This action can be taken at any time, without prior notice or any liability towards you (the user).

Central Solutions Limited will not be held responsible or liable for timeliness, removal of information, failure to store information, inaccuracy of information or improper delivery or use of information.

Central Solutions Limited operates a "fair use" policy to protect the quality of the Climate Ready Academy eLearning environment to our users. If Central Solutions

Limited believes your use of the Climate Ready Academy eLearning environment is adversely affecting its network (or any part of it) or the other users of the Climate Ready Academy eLearning environment, Central Solutions Limited reserves the right to manage or regulate your usage of the Climate Ready Academy eLearning environment. This may include temporarily suspending your user account.

## **Prohibitions**

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Central Solutions Limited will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## **Intellectual Property**

All copyright, trademarks, design rights and other intellectual property rights (registered or unregistered) and all content located within the Climate Ready Academy eLearning environment will remain the property of Central Solutions Limited or the relevant rights holders where applicable. Users may not copy, reproduce, republish, disassemble, decompile, download, post, broadcast, transmit, make available to the public, or otherwise use content owned by Central Solutions Limited, its affiliates or licensees, or other user content in any way except for your own personal, non-commercial use.

You (the user) also agree not to adapt, alter or create a derivative work from any Climate Ready Academy eLearning environment content except for your own personal, non-commercial use. Any other use of Climate Ready Academy eLearning environment content requires the prior written permission of Central Solutions Limited. The names, images and logos identifying Central Solutions Limited or third parties and their products and Climate Ready Academy eLearning environments are subject to copyright, design rights and trade marks of Central Solutions Limited and/or third parties. Nothing contained in these Terms and Conditions shall be construed as conferring any license or right to use any trade mark, design right or copyright of Central Solutions Limited or any other third party.

## **Your Climate Ready Academy eLearning environment Account**

In order to use the Climate Ready Academy eLearning environment you will be required to register a user account. By registering for a user account, you agree to

provide accurate information when requested. By registering for a user account, you explicitly agree to the terms and conditions outlined herein.

You (the user) must inform Central Solutions Limited immediately of any changes to the information that you provided when registering by updating your personal details so that Central Solutions Limited can communicate with you effectively.

All accounts must be registered with a valid personal email address that you (the user) access on a regular basis so that any communication regarding your customer or eLearning account can be sent to you.

If Central Solutions Limited has reason to believe that there is likely to be a breach of security or misuse of the website, Central Solutions Limited may require you (the user) to change your password or may suspend your account.

Central Solutions Limited reserves the right to close any account that is seen to be using proxy IP Addresses (Internet Protocol Addresses) in order to hide multiple accounts. If you (the user) use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts.

### **Registration and Password**

Central Solutions Limited advises you (the user) to never reveal your registration and password information to any third party; it is your (the user) sole responsibility to maintain the security of your registration and password information. Users will be held responsible for any authorised or unauthorised usage of their account and/or user details. Users are required to notify Central Solutions Limited of any unauthorised use of their account and/or details immediately. Any breach of this agreement may result in your (the user's) account being closed at any time and without prior notice.

### **Your Contributions to the Climate Ready Academy eLearning environment**

You (the user) grant Central Solutions Limited a non-transferrable, non-exclusive worldwide, royalty free license to use any material that you may upload to the Climate Ready Academy eLearning environment. Copyright of your content or work contribution will remain with you and this license is not exclusive, so you can continue to use your material in any way; including allowing other third-parties to use it.

You (the user) confirm that all content or work uploaded or made available via the Climate Ready Academy eLearning environment is your own original work, is not defamatory and does not infringe any Irish or international laws and that you have the permission of anyone identified within your contribution and/or the consent of their parent/guardian if they are under the age of 16.

Your (the user) contributions must be civil and tasteful. Your (the user) contributions must not be offensive in language or tone, cause any offense, be abusive or be disruptive. Your (the user) contributions must not be unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, sexually-orientated, racially offensive or otherwise; any objectionable material is not acceptable and will be removed. You (the user) will not advertise or promote any brand, product or service.

## **Availability of the Climate Ready Academy eLearning environment**

Although Central Solutions Limited aims to offer you (the user) the best service possible, it makes no promise that the Climate Ready Academy eLearning environment available at <https://learning.climatereadyacademy.ie> will meet your requirements. Central Solutions Limited cannot guarantee that the Climate Ready Academy eLearning environment will be fault-free. If a fault occurs with the Climate Ready Academy eLearning environment you (the user) should report it to [support@climatereadyacademy.ie](mailto:support@climatereadyacademy.ie) and Central Solutions Limited will attempt to correct the fault as soon as reasonably possible. Your (the user) access to the Climate Ready Academy eLearning environment may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or Climate Ready Academy eLearning environments. Central Solutions Limited will attempt to restore access to the Climate Ready Academy eLearning environment as soon as is reasonably possible.

Central Solutions Limited warrants that it has the right to provide the Climate Ready Academy eLearning environment and will use all reasonable skill and care in making the Climate Ready Academy eLearning environment available to you and in ensuring its availability. Because of the nature of the internet, errors and omissions do occur and Central Solutions Limited does not give any other warranties in respect of the Climate Ready Academy eLearning environment. Central Solutions Limited is continually seeking to improve the Climate Ready Academy eLearning environment. Central Solutions Limited reserves the right, at its discretion, to make changes to any part of the Climate Ready Academy eLearning environment provided that it does not materially reduce its content or functionality.

## **Central Solutions Limited's right to suspend or cancel your registration**

Central Solutions Limited may suspend or cancel your (the user) registration immediately at its reasonable discretion or if you (the user) breach any of your obligations under these Terms and Conditions. You (the user) can cancel your registration at any time by informing us in writing at [support@climatereadyacademy.ie](mailto:support@climatereadyacademy.ie). If you do so, you must stop using the Climate Ready Academy eLearning environment. The suspension or cancellation of your registration and your right to use the Climate Ready Academy eLearning environment shall not affect either parties statutory rights or liabilities.

## **Prices and payment (Where Applicable)**

Your (the user) order is an offer to purchase access to online course content from Central Solutions Limited. Access to online course content will be made available to you once your payment has been authorised. There will be no contract of any kind between you and Central Solutions Limited unless and until you make authorised payment for access to one or more online courses. At any point up until then, Central Solutions Limited may decline to supply access to the online courses to you (the user) without giving any reason. The fee for access to the online courses is calculated and payable in advance of the course start date as set out on the Climate Ready Academy eLearning environment. Central Solutions Limited shall be under no obligation to provide access to online courses until the fee has been paid.

Central Solutions Limited advises you to read the course descriptions that are provided in the Climate Ready Academy eLearning environment carefully before placing your order as refunds cannot be given once you have started to view the course content.

### **Disclaimers and Limitation of Liability**

Central Solutions Limited will not be held responsible for content or work uploaded or made available to you (the user) via the Climate Ready Academy eLearning environment or any third-party websites that are accessed via the Climate Ready Academy eLearning environment or associated websites. Any links posted to third-party websites do not amount to an endorsement by Central Solutions Limited of any content, product or Climate Ready Academy eLearning environment provided by that third-party; accessing such third-party websites is at your own risk.

Central Solutions' content, products and Climate Ready Academy eLearning environments (or its links to/provision of third party products and Climate Ready Academy eLearning environments), is provided "as is" and on an "as available" basis. To the extent permitted by law, Central Solutions Limited excludes all representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Central Solutions Limited does not guarantee the timeliness, completeness or performance of the website or any of the content. Whilst every effort is made to ensure that all content provided by Central Solutions Limited is correct at the time of publication, no responsibility is accepted by or on behalf of Central Solutions Limited for any errors, omissions or inaccurate content on the website.

Central Solutions Limited does not warrant any functions available on the Climate Ready Academy eLearning environment will be uninterrupted or error-free, that defects will be corrected, or the Climate Ready Academy eLearning environment or the server(s) that makes it available are free of viruses or bugs. You (the user) acknowledge that it is your sole responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

### **Variation**

Central Solutions Limited shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

### **Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

### **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise. Please report any complaints or comments to [support@climatereadyacademy.ie](mailto:support@climatereadyacademy.ie) and Central Solutions Limited will attempt to respond as soon as reasonably possible.

### **Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Central Solutions Limited. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Central Solutions Limited.

*This was last updated in March 2021.*