WEBSITE TERMS AND CONDITIONS – https://tiernabyrne.co.uk/

Who we are and how to contact us. Our website is operated by Tierna Byrne trading as Tierna Byrne Marketing & ~~Design (“**we**~~”). Our main trading address is in Belfast, Northern Ireland.

To contact us, please email us at hello@tiernabyrne.co.uk or via the Contact page on our website.

By using our website you accept these Terms. By using our website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our website. We recommend that you print a copy of these Terms for future reference.

There are other terms that may apply to you. These Terms refer to the following additional terms, which also apply to your use of our site:

- our Privacy Policy, which sets out how we deal with your personal data;
- our Cookie Policy, which sets out information about the cookies we use on our website.

We may make changes to these Terms. We amend these Terms from time to time. Every time you wish to use our website, please check these Terms to ensure you understand the terms that apply at that time. These Terms were most recently updated in August 2023.

We may make changes to our website. We may update and change our website from time to time to reflect changes to our products or services, our users’ needs and our business priorities.

We may suspend or withdraw our website. Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

You must keep your account details safe. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, please email us at hello@tiernabyrne.co.uk or via the Contact page on our website.

How you may use material on our website. We are the owners or the licensees of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. If you print off, copy or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any

copies of the materials you have made.

You must not use any part of the content on our website for commercial purposes without obtaining a license to do so from us or our licensors.

Do not rely on information on this website. The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website. We will not be responsible or liable for any of your actions or inactions, or the results of any of your actions or inactions, based on the content on our website. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

We are not responsible for websites we link to. Where our website contains links to other websites or resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites, or any information you may obtain from them. We have no control over the contents of those websites or resources.

Sponsored content and affiliate links. We may collaborate with companies, brands and individuals in some of the content, information and materials shared on our website. Where we are provided with any monetary or non-monetary benefit in return for promoting or featuring content about a company, brand, individual, product or service, we will make this clear in the materials. We may use affiliate linking services in some of the materials shared on our website. Where we provide an affiliate link in our materials, and you click on this link, and subsequently make a purchase on that affiliate website, we may receive a commission payment from the affiliate website. Where we are sharing an affiliate link, we will make this clear in the materials. You will not incur any extra or additional fees or charges by clicking on an affiliate link on our website, or making any purchases on the affiliate website using our affiliate link.

We are selective about the companies, brands, individuals, products and services we promote and collaborate with, and will only do so where there is alignment with our values. We will not promote or feature content about the products or services of, nor enter into collaborations with, companies, brands or individuals who do not meet our standards or who we do not believe will provide an offering of value to those visiting our website.

User-generated content is not approved by us. Our website may include information and materials uploaded by other users of the website, including to bulletin boards, chat rooms or blog posts. This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values. We will not be responsible or liable for any of your actions or inactions, or the results of any of your actions or inactions, based on information or materials uploaded by other users of our website.

If you wish to complain about information and materials uploaded by other users, please email us at hello@tiernabyrne.co.uk or via the Contact page on our website.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user: We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors and for fraud or fraudulent misrepresentation.

If you are a business user: We exclude all implied conditions, warranties, representations or other terms that

may apply to our website or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user: Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, a copy of which is available here.

Uploading content to our website. Whenever you make use of a feature that allows you to upload content to our website, or to make contact with other users of our website, you must comply with the content standards set out in our Acceptable Use Policy below. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty. You are solely responsible for securing and backing up your content. Please note we may utilise software and third-party service-providers to manage our communications with anyone who gets in touch with us via our website. Any text and images, data, documents, information, items and materials in any form provided to us may be stored with such software and third-party service-providers, and we currently use Moxie for these purposes.

Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant to us a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy below.

We are not responsible for viruses and you must not introduce them. We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access

our website. You should use your own virus protection software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

Rules about linking to our website. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below.

If you wish to link to or make any use of content on our website other than that set out above, please email us at hello@tiernabyrne.co.uk or via the Contact page on our website.

Acceptable use policy. This Acceptable Use Policy sets out the content standards that apply when you upload content to our website, make contact with other users on our website, link to our website, or interact with our website in any other way.

Prohibited Uses. You may use our website only for lawful purposes. You may not use our website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (“spam”);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our website;
- any equipment or network on which our website is stored;
- any software used in the provision of our website; or
- any equipment or network or software owned or used by any third party.

You agree that you are using our website, its content and any digital products purchased or downloaded via our website for your private, non-commercial use only. You further agree that you will not redistribute, transmit, assign, sell, rent, exchange, commercially exploit, broadcast, modify, adapt, copy, edit, sub-licence, share, lend, or transfer any part of our website, its content or any digital products purchased or downloaded via our website unless agreed with us in writing.

Interactive Services. We may from time to time provide interactive services on our website, including, without limitation:

- Chat rooms;
- Bulletin boards;
- Blog Posts;

(jointly the "**interactive services**").

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content Standards. These Content Standards apply to any and all material which you contribute to our website ("**Contribution**"), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The Standards apply to each part of any Contribution as well as to its whole. We will determine, in our absolute discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- be accurate (where it states facts);
- be genuinely held (where it states opinions);
- comply with the law applicable in the United Kingdom and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, design right, database right, trade mark or other intellectual property right of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;

- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the Contribution emanates from us or our company, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- contain any advertising or promote any services or web links to other websites.

Breach of this Policy. When we consider that a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate. Failure to comply with this Acceptable Use Policy constitutes a material breach of the Terms upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our website;
- immediate, temporary or permanent removal of any Contribution uploaded by you to our website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Acceptable Use Policy and these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Which country's laws apply to any disputes? If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by the laws of Northern Ireland. You and we both agree that the courts of Northern Ireland will have exclusive jurisdiction, except that if you are a resident of England and Wales you may also bring proceedings in England and Wales, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of Northern Ireland. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.