

PANDA WEBSITE TERMS OF USE

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1.2 You acknowledge and agree that the entire content, design and the selection and arrangement of the content and material contained in this Site, including but not limited to text, software, music, sound, photographs, graphics, video, (collectively, the "Content") is protected by copyrights, trade marks, service marks, patents, database rights or other proprietary rights and laws. You acknowledge and agree that you are permitted to use the Content only on the bases expressly set out below and any use such as (but not limited to) copying, reproducing, transmitting, distributing, extracting or reutilising the Content or creating derivative works of the Content is prohibited without the prior express written authorisation of Panda.

1.3 Panda is, unless otherwise stated, the owner of copyright and database rights in the Site and the Content. All Content on the Site remains the property of Panda, its associated companies or nominated third parties, as appropriate.

1.4 The trade marks displayed on the Site are registered and unregistered trade marks of Panda, its associated companies or nominated third parties. Panda, its associated companies or nominated third parties are the owners of copyright in the images displayed on the Site.

1.5 Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trade mark, copyright image or proprietary database displayed on the Site. In the event that you misuse any trade mark, copyright image or proprietary database in violation of these Terms, Panda, its associated companies and/or nominated third parties will aggressively enforce their intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

1.6 You may, for your personal, non-commercial use only, retrieve and display Content on a computer screen, PDA or mobile telephone, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk or on your mobile telephone (but not on any server or other storage device connected to a network).

1.7 Except as expressly set out in clause 1.6 above, you may not reproduce, publish, modify, store, archive, extract, re-utilise or in any way commercially exploit any of the Content. In particular, but without limiting the general application of the restrictions contained in the preceding sentence, you may not do any of the following without the prior written permission of Panda (and neither may you allow a third party to do any of the same): – redistribute any of the Content (including by using it as part of any library, archive or similar service); – remove the copyright or trade mark notices from any copies of Content made under these Terms; or – create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content.

2. Links to and from Other Sites

2.1 This Site may link to other sites not maintained by or related to Panda. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of Panda. Panda has not reviewed all of the sites linked to the Site and is not responsible for or the controller of the content of any off-site pages or links to any other sites. Viewing all other sites is at your own risk and Panda takes no responsibility for damage suffered as a result of your use of such sites.

2.2 In the event that Panda may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board, and the like on the Site, Panda is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmitted information nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law. Panda will fully co-operate with any law enforcement authorities or court order requesting or directing Panda to disclose the identity of anyone posting any such information or materials.

2.3 You may not, without Panda's prior written permission, link to this Site from another internet site or equivalent entity.

3. Information on the Site

3.1 Information on the Site is subject to change without notice.

3.2 Information regarding Panda's products and services is applicable only in the Republic of Ireland unless otherwise stated. Some products and services may not be available in certain areas. Panda makes no representations that the Content in this Site is appropriate or available for use in other countries outside the Republic of Ireland. Those who do access this Site from other countries are solely responsible for compliance with local laws of that country.

4. Exclusion of Liability

4.1 While Panda uses reasonable efforts to include accurate and up to date information in the Site, Panda makes no warranties or representations as to the accuracy, correctness, reliability or otherwise of such information, and assumes no liability or responsibility for any omissions or errors (including without limitation typographical errors and technical errors) in the Content or for any damage caused by reliance on such information.

4.2 Panda makes no warranty that the Site services or its server are free from infection by viruses or anything else that has contaminating or destructive properties.

4.3 Use of and browsing on the Site is done at your own risk. Neither Panda nor any other party involved in creating, producing, delivering or maintaining the Site shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or browsing of, the Site, or your downloading of any materials, data, text images, video, or audio from the Site, including without limitation damage to, or viruses that may infect, your computer equipment or other property as a result thereof. Without limiting the foregoing, everything on the Site is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.

4.4 Panda accepts liability without limit (i) for death or personal injury caused by the negligence of Panda, its partners and employees acting in the course of their employment; (ii) for any fraudulent pre-contractual misrepresentations made by Panda on which you can be shown to have relied and (iii) for any other liability which by law cannot be limited by Panda.

5. Communication

From time to time, Panda (and its associated companies) may ask that you transmit to it or to the Site by electronic mail or otherwise your feedback on Panda products and/or services. Any communication or material you transmit or send will be (a) treated as non-confidential and non-proprietary by Panda, (b) become the property of Panda and Panda shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by Panda or its bottlers, licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting in whole or in part, in any medium and in any manner on this Site or otherwise. However, Panda shall be under no obligation to respond to any such communication.

6. Availability of Site

Panda will try to make the Site available but cannot guarantee that the Site will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of the Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, service, web site, router or any other internet connected device.

7. Changes to these Terms

Panda reserves the right, at its sole discretion, to make changes at any time to any part of the Site and its related services. Due to its policy of updating and improving the Site, Panda may wish to change these Terms. When Terms are changed, the new Terms will be published on this Site and will be applicable as soon as they are published on the Site. You should periodically revisit these pages to ensure that you are familiar with our current Terms. If you use the Site or related services after Panda has published or notified you of changes to these Terms, you will be deemed to have agreed to be bound by those changes. If you do not agree to be bound by those changes, you should not use the Site (and should cancel your subscription to any related services).

8. Choice of Law and Jurisdiction

8.1 These Terms shall be governed by, and construed in accordance with the laws of the Republic of Ireland.

8.2 The courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them.

9. General

9.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

9.2 If any portion of these Terms is deemed unlawful, void or unenforceable, then that part shall be deemed severable and will not affect the validity and enforceability of any remaining provisions.

9.3 Failure by either party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

9.4 These Terms set out the entire understanding and agreement between you and Panda with respect to the Site. You acknowledge that any other agreements between you and Panda with respect to the Site are superseded and are of no force or effect. Starrus Eco Holdings Limited t/a Panda with registered number of 527552 having its registered office at Panda Waste Managements Solution, Ballymount Road Upper, D24 E097.