

## Website Terms and Conditions

All persons who access this Website and their use of information on it are subject to these Terms and Conditions. You should carefully read these Terms and Conditions of Use. By proceeding further, you will be deemed to have accepted them.

Users of this Website should note that each of the services described on this Website are provided subject to separate specific terms and conditions (the "Specific Terms") which should be carefully read if you apply to avail of those services. In the event of a conflict between these Terms and Conditions and the Specific Terms, the Specific Terms will prevail.

### 1. Definitions

In these Website Terms and Conditions, the following terms shall have the meanings indicated:

the **"Company"** means Milestone Advisory Designated Activity Company;

**"Data Privacy Policy Statement"** means our statement of practice as regards the privacy and security of your information when accessing and/or using this Website and any of the features hereon (you can read a copy of the Data Privacy Policy Statement by clicking here);

**"Terms and Conditions"** means the terms and conditions of use of this Website herein contained;

**"we"** and **"our"** and **"us"** means the Company;

**"Website"** mean this website, being a website accessible at or via [www.milestoneadvisory.ie](http://www.milestoneadvisory.ie);

**"you"** means any and all persons accessing or using this Website and/or availing of any information and/or services available on or via this Website;

### 2. Governing Law and Jurisdiction

Information appearing on this Website is provided in accordance with and subject to the laws of Ireland and the laws of Ireland govern the conduct and operation of this Website. The courts of Ireland have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with these Terms and Conditions, the information contained on this Website, and any use made of that information. Any such claims or disputes shall be resolved in accordance with the laws of Ireland.

### 3. Disclaimer as to accuracy of information

Care has been taken in the preparation of the information contained on this Website. However, we do not make any representations or warranties as to the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the information contained on this Website. Any information whether or not is classified as "real time" may have stopped being current by the time it reaches you. Any opinions or comments expressed on this Website reflect our judgment at the date of issue and are subject to change without notice.

### 4. Need for professional advice

You should not rely on any information contained on the Website in relation to a specific issue or decision without taking legal or other advice from an appropriately qualified professional adviser.

### 5. Prohibited use of Website

The information on this Website is not intended to be provided to and should not be used in any State or jurisdiction of any nature in which access to or use of such information is prohibited, whether in the format in which it is presented on this Website or otherwise. If you have any doubts about the legality of your using this Website, you should not continue any further.



## 6. Not an offer or solicitation

The information contained on this Website is not intended to nor does it constitute an offer or solicitation of services by us. Unless otherwise stated, residents of Ireland only are invited to apply for the services listed on the Website.

## 7. Amendments

The contents of this Website, including these Terms and Conditions, any information contained on this Website and our Data Privacy Policy Statement are subject to change and to being updated without notice from time to time.

## 8. Hypertext links

This Website may contain hypertext links to websites not maintained by the Company. The Company does not endorse or represent the reliability, accuracy, timeliness, completeness, merchantability, fitness for a particular purpose or quality of any information, goods, services, or products displayed or advertised on such other websites. The Company has not verified the truth or accuracy of any content of such websites and no warranty or representation is given or made in respect of the accuracy or truth of the content on such other websites. The Company is not a party to any contract that you may or do enter into with the providers of such goods, services or products. You are reminded that different terms and conditions of use will apply to you as a user of such websites. The Company hereby disclaims any and all liability for the content of such websites and any loss or damage of any nature suffered by you as a result either: (a) of accessing or using such websites; or (b) availing of or acquiring any or all of the goods, services or products advertised or available on or via such websites. The use by you of such websites is at your sole risk.

## 9. Security

If you are not in receipt of services pursuant to the Specific Terms: (i) the Company cannot guarantee the privacy or confidentiality of information relating to you that passes over the Internet; (ii) in accessing this Website and in availing of any of the services/information available on or via this Website, you are deemed by these Terms and Conditions to accept that electronic mail messaging and internet communication may not be free from interference by third parties and may not remain confidential; and (iii) in all circumstances the use by you of this Website is at your sole risk.

## 10. Data Privacy Policy

The Company will use any personal data collected from you in the manner set out in its Data Privacy Policy.

## 11. General disclaimer of liability

### 11.1

The Company (or any other person involved with the provision and maintenance of this Website) does not take any responsibility for the accuracy of the information provided on this Website. Use of such information is at the user's sole risk. The Company does not accept any liability for any loss or damage of any nature, including but not limited to loss of profits, goodwill, or any other type of financial or other pecuniary or direct or special indirect or consequential loss howsoever arising whether in negligence or for breach of contract or other duty as a result of:

- (i) use of this Website, including but not limited to any electronic mail messaging and internet communication that may arise from, in the course of or pursuant to such use; and/or
- (ii) reliance on the information contained in this Website, whether:
  - (a) downloaded or not;
  - (b) authorised or not.



## **11.2**

The Company makes no representation or warranty or undertaking of any kind in relation to the analysis, information or commentary contained on this Website or the completeness, timeliness, merchantability, fitness for a particular purpose or accuracy of such information.

## **11.3**

You should not construe the contents of this Website or regard our services as investment, legal, business or tax advice. You must rely on your own representative(s) (including business advisor, legal counsel or accountant) as to legal, tax and related aspects. In particular, you should note that the Company is not a law firm. Therefore any explanation of legislation, case law, regulations or other sources of law is provided to you for information only and does not constitute legal advice. Any information you provide to us will not be subject to legal privilege. In exceptional circumstances, we may be required to disclose your information to the courts or to a government body, in order to satisfy any applicable laws, regulations, legal process or a governmental request.

## **12. Right of the Company to information on this Website**

Subject to Clause 14.4, the information contained on this Website may not be printed, published, copied, transmitted, amended or reproduced in any form whatsoever without the prior written consent of the Company.

## **13. Attempted use of Website**

These Terms and Conditions shall also apply, subject to alteration as necessary, to attempted access of the Website and attempted use of information on it.

## **14. General**

### **14.1**

In the event that any provision in these Terms and Conditions is held to be unenforceable or invalid, such provision shall be severed and the remaining provisions shall be enforceable to the fullest extent permitted by the laws of Ireland.

### **14.2**

Clause headings in these Terms and Conditions are for reference purposes only and shall not be used to construe or determine the meaning of any or all of these Terms and Conditions.

### **14.3**

The Company reserves the right to suspend or withdraw access to this Website without notice at any time and accepts no responsibility for this Website not being available at all times. The Company (or any other person involved with the provision and maintenance of this Website) does not provide any warranty as to the freedom of this site from errors, defects, viruses or other forms of harmful or malicious programs, components or macros.

### **14.4**

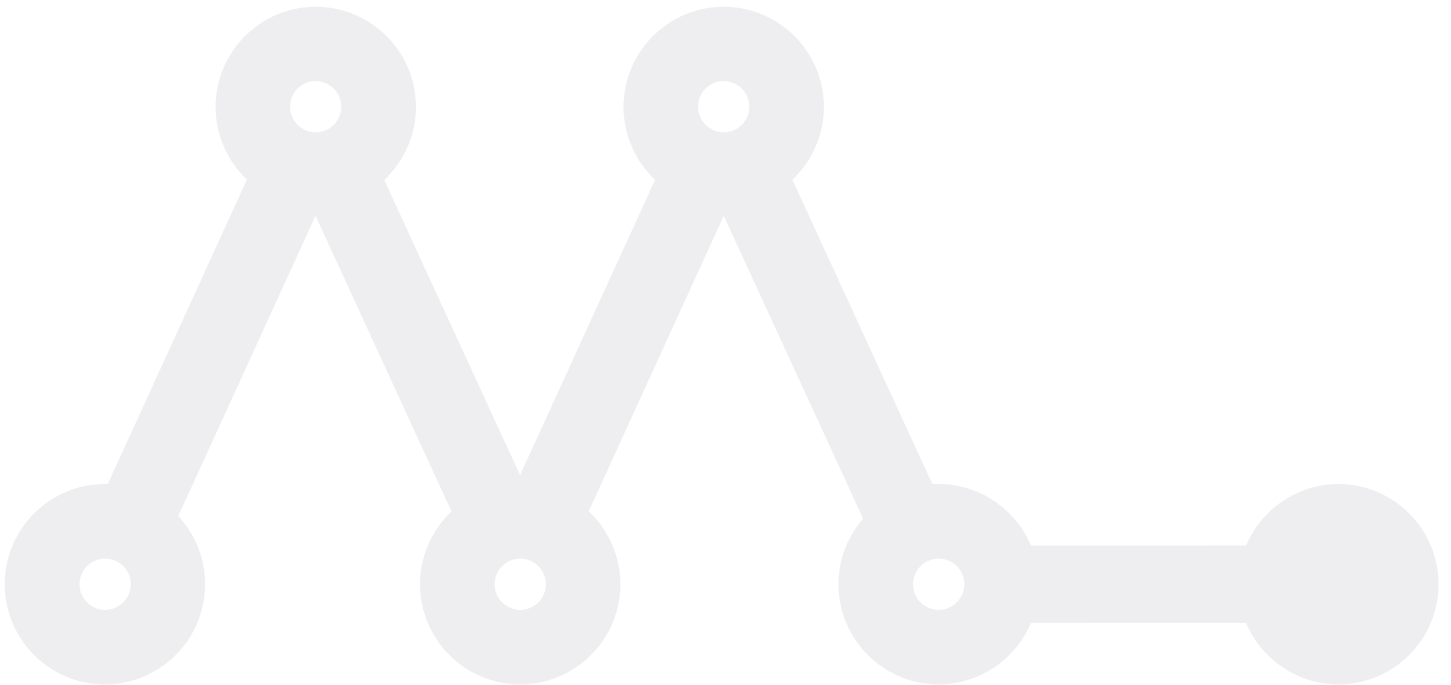
The information contained on the Website is, unless otherwise specifically stated, the property of the Company. The Company grants users permission (a licence) to:

- browse this material (including making such copies in RAM or other temporary storage devices necessary to facilitate such browsing); and
- print out hard copies for personal use.



## 14.5

All intellectual property rights associated with this Website and its contents are reserved to the Company and its licensors.



**Contact:**

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