

## Terms of Use

This legal notice applies to the entire contents of the Website and to any correspondence by e-mail between us and you. Please read this legal notice carefully before using the Website. By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full and using the Website indicates that you agree to abide by these terms of use. If you do not accept this legal notice in full, you must leave the Website immediately.

### 1. Access to Website

The information on this Website is intended to be useful and informative for customers of and investors in Kilkenny Food Company. Access to this Website and the use of the information which appears on it ("the Contents") are governed by the following terms and conditions. These terms and conditions are important and they may affect your rights. Kilkenny Food Company may revise the terms and conditions at any time by updating this legal notice. Please take time to read them carefully each time you visit this website.

### 2. Links to other sites

Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website.

Kilkenny Food Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Kilkenny Food Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

### 3. Links to this site

You may link to our home page only, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of the

Website, and subject to the following conditions:

- a. you do not remove, distort or otherwise alter the size or appearance of the Kilkenny Food Company logo;
- b. you do not create a frame or any other browser or border environment around the Website;
- c. you do not otherwise use any Kilkenny Food Company trade marks displayed on the Website without express written permission from Kilkenny Food Company;
- d. you do not misrepresent your relationship with Kilkenny Food Company nor present any other false information about Kilkenny Food Company;

- e. you do not link from a website that is not owned by you; and
- f. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

Kilkenny Food Company expressly reserves the right to revoke the right granted in clause 4 for breach of these terms and to take any action it deems appropriate. You agree to fully indemnify Kilkenny Food Company for any loss or damage suffered by it or any of its group companies for breach of this clause.

#### 4. Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may commit a criminal offence. 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 site will cease immediately.

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 our site or to your downloading of any material posted on it, or on any website linked to it.

#### 5. Intellectual property rights

The Contents are © Kilkenny Food Company plc. Please note that all images and information contained on this website may be copyright works. Either the copyright and all other rights in all of the material on this website are owned by a member of Kilkenny Food Company or the material is included with the permission of the rights of the owner. Except for the making of a hard copy print for your own personal use only or the use of others in your organisation (or downloading the material for your own personal use or the use of others in your organisation only provided that you retain all copyright and proprietary notices), the material on this website may not be copied, reproduced, transmitted, distributed or displayed, by any means, without the express prior written consent of Kilkenny Food Company. If you breach any terms in this legal notice your permission to use the Website automatically terminates and you must, at our option, immediately return or destroy any downloaded, printed or copied extracts from the Website.

#### 6. Disclaimer

While Kilkenny Food Company endeavours to ensure that the information on the Website is correct, it does not warrant the accuracy and completeness of the material on the Website. Kilkenny Food Company may make changes to the material on the Website at any time without notice or the

material on the Website may be out of date and Kilkenny Food Company makes no commitment to update such material. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Kilkenny Food Company provides you with the Website on the basis that it excludes all representations, warranties, conditions and other terms (including, without limitation, conditions implied by statute, common law or the law of equity) which, but for this legal notice, might have effect in relation to the Website.

## 7. Liability

Kilkenny Food Company any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of Kilkenny Food Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

Nothing in this legal notice shall exclude or limit Kilkenny Food Company's liability for death or personal injury caused by our negligence or any person for which we are responsible:

## 8. Jurisdiction and applicable law

This website is established in Ireland and these terms shall be governed and construed in accordance with Irish Law. When you use the website you accept that your use thereof shall be governed by the laws of Ireland and if any dispute arises as to your use of this website, you agree to allow such dispute to be heard in the Irish courts. If any provisions of these terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not effect the validity and enforceability of the remaining provisions.