

# consilient

## Terms and conditions of use

### 1 Applicability

The Consilient Consultancy Limited (hereinafter referred to as “Consilient” or by use of the words “we”, “us” “our”) is a private company registered in the Republic of Ireland. Consilient provides its services to you subject to these terms and conditions of use. **consiliNet** is a brand of Consilient. By visiting and/or making a purchase from the **consiliNet** website (www.consilinet.com) you accept these terms and conditions.

### 2 Privacy

Please review our privacy policy which also governs your visit to our website. It explains how we gather, use and protect your data and explains your rights

### 3 Accounts and access

Use of this site does not require you to establish an account, username or password. You do not need to register with us or supply any personal information to access and browse our website

Persons under the age of 18 are not allowed to carry out transactions on our website

### 4 Sanctioned countries

We will not deal with or provide any services or products to any legal person resident in any OFAC (Office of Foreign Assets Control) sanctioned country

### 5 Electronic communications

When you visit the Consilient website or send e-mails to us, you are communicating with us electronically. By doing so you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or on our company LinkedIn page(s)

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications should be in writing

### 6 Copyright

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### 7 Trademarks, logos and intellectual property

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## **9 Reviews, comments, emails, and other content**

Where facilities exist, visitors may post reviews, comments, and other content and submit suggestions, ideas, comments, questions, or other information so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam"

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You grant Consilient and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post, that the content is accurate, that use of the content you supply does not violate this policy and will not cause injury to any person or entity and that you will indemnify Consilient for all claims resulting from content you supply. Consilient has the right but not the obligation to monitor and edit or remove any activity or content. Consilient takes no responsibility and assumes no liability for any content posted by you or any third party.

## **10 Descriptions of services**

Consilient attempts to be as accurate as possible in the description of its services. However, Consilient does not warrant that descriptions or other content of this site are accurate, complete, reliable, current, or free of error

By purchasing any report, survey or other document you accept that once this is delivered to you electronically no refund will be made unless the description of the report, survey or other document is grossly inaccurate

## **11 Delivery of services**

Items purchased from the **consiliNet** website will consist of membership to the **consiliNet** network and any other fees for other services which Consilient may from time to time introduce

## **12 Payment Terms**

If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection. The cardholder must retain a copy of transaction records and merchant policies and rules

We accept payments online using AmEx, Visa and MasterCard credit/debit card in EUR.

Multiple transactions may result in multiple postings to the cardholder's monthly statement

In the case where payment does not clear, Consilient has a right to cancel the order completely.

## **13 Right to cancel and refunds**

Where you purchase a report, survey or other document, you have a right to cancel your order and receive a full refund unless such items have already been transmitted to you electronically in which case a refund will be payable only if the description of the report, survey or other document is grossly inaccurate

Where you purchase a ticket to an event, you have a right to cancel your order subject to the cancellation terms applicable to the particular event and as shown on the purchase transaction page

## **14 Refunds will be made only through the original mode of payment**

In the event that a transaction error occurs while making the payment a refund in most cases will be issued to the same credit card you used for the original purchase

## **15 External Links**

Where links to other websites are provided on our website the links and related content are outside of the control of Consilient and usage is at your own risk

## **16 Use of cookies**

We do not currently use cookies. If at some point in the future we begin to use cookies we will amend our privacy policy and a message will appear the next time you access our website to confirm that we have done so

## **17 How do we use your personal data?**

As a "data controller" as defined in the European Union General Data Protection Regulation (GDPR) we will use any data we hold about you to communicate to you offers of services or information that we believe are relevant to you, your company or the economic sector in which you work

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Occasionally our communications will offer you services provided by third parties or provide links to their websites

For more information please refer to our privacy policy

## **18 Will we share your data?**

In order to facilitate our communications, we may use third party communication companies. These companies are known as “data processors” as defined in the GDPR. Where you purchase services from us using a credit or debit card, these details will be passed to a third party known as a “payment processor”. We do not retain any credit or debit card details.

Where we hold other personal data about you, we may give your information to third parties to allow them to market their products and services to you, but only if you specifically give consent to us to do so

We may disclose your personally identifiable information to a third party if we are running an event in conjunction with that third party, if one of its representatives is speaking at one of our events or if the entity is sponsoring one of our events. In any event we will seek your prior permission to do so

Other than the above we will not sell or pass your personal data that we hold to anyone unless required by law

## **19 Using your data in website purchase transactions**

All credit/debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties

The website policies and Terms & Conditions of Use may be changed or updated occasionally to meet legal requirements and standards. Therefore customers are encouraged to frequently visit these sections in order to be updated about any such changes on the website. Modifications will be effective on the day they are posted.

Our website has no third party advertising. As such, no third parties will have access to your data other than data processors or payment processors as described in Section 188 above

## **20 Site policies, modification, and severability**

Please review any other policies, such as our Privacy Policy, posted on this site. These policies also govern your visit to any Consilient owned website

We reserve the right to make changes to our site, policies, and these Terms and Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions

## **21 Disclaimer of warranties and limitation of liability**

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## **22 Domicile, applicable law and disputes**

The Republic of Ireland is Consilient's country of domicile.

By visiting the **consiliNet** website you agree that these Terms and Conditions of Use will be governed by and construed in accordance with the laws of the Republic of Ireland

Any dispute which may arise between the parties concerning these Terms and Conditions of Use will be referred to and determined by the Courts of the Republic of Ireland which will have exclusive jurisdiction in all matters of dispute subject to the following: upon mutual agreement of the parties in dispute, any dispute may be referred to and made exclusively subject to the jurisdiction of any other court of competence mutually agreed between the parties in dispute

## **23 How to contact us**

You can email us from our contact page if you have any enquiries or send an email directly to [T&Cs](#). To enable us to reply to you, we will need your name and email address