

## In General

Central Solutions Limited trading as 20FIFTY Partners (referred to in this document as “we” or “us” or “**20FIFTY Partners**” or “our”), an Irish company with registered number 402284 and registered office at Innovation House, Lonsdale Road, National Technology Park, Castletroy, Co. Limerick, V94 W8K8, owns and operates the 20FIFTY Partners learning environment websites (<https://20fiftypartners.instructure.com>, <https://learning.climatereadyacademy.ie>, <https://smartwater.20fiftypartners.com>, <https://elearning.20fiftypartners.com>) (“Websites”, “Website”). This document governs your visit, access or use of the Websites.

Access to and use of the Websites and the products and services available through the Websites (collectively, the “**Services**”) are subject to these terms, (the “**Terms of Service**”). You (being the individual accessing the Website) and, if applicable, the company or business that you are authorized to represent (“you,” or “your”)) agree to be bound by the Terms of Service; effective immediately on your first visit to or use of the Website. If you do not agree to be bound by any of the Terms of Service, your access and use of the Website will be restricted/withdrawn. By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. Your continued use of the Website will be deemed acceptance of the updated or amended Terms and Conditions. You confirm that you are not accessing or using the Website as a consumer.

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend your access to the Website, including the Services, without notice. We will not be liable if, for any reason, the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Website.

The Website may contain links to other websites (the “**Linked Sites**”), which are not operated by 20FIFTY Partners. 20FIFTY Partners has no control over the Linked Sites and accepts no responsibility for them or for any harm, loss or damage that may arise from your use or access of them. Your use and access of the Linked Sites will be subject to the terms of use and service contained within each such site.

## Privacy Policy

Our privacy policy, which sets out how we will use your information, can be accessed at <https://20fiftypartners.com/privacy-policy>. You acknowledge and accept the processing described therein. You warrant that all data provided by you to us is accurate.

## Provision of the 20FIFTY Partners' Website

20FIFTY Partners will not be held responsible or liable for timeliness, removal of information, failure to store information, inaccuracy of information or improper delivery or use of information.

20FIFTY Partners operates a “fair use” policy to protect the quality of the Website to our users. If 20FIFTY Partners believes your use of the Website is adversely affecting its network (or any part of it) or the other users of the Website, 20FIFTY Partners reserves the right to manage or regulate your usage of the Website. This may include temporarily suspending your user account.

## **Prohibitions**

You must not misuse the Website. You will not: access or use the Website in any manner inconsistent with these Terms of Service; access or use the Website in a way that violates or attempts to violate any applicable law, regulation, rule of code; access or use the Website for any unlawful, fraudulent, improper or malicious purpose or effect; commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through the Website. Breaching this provision would constitute a criminal offence and 20FIFTY Partners will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

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 the Website or to your downloading of any material posted on it, or on any website linked to it.

## **Intellectual Property**

All patents, copyright, trademarks, design rights, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how, trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (“Intellectual Property Rights”) and all content located within the Website will remain the property of 20FIFTY Partners or the relevant rights' holders where applicable. Users may not alter, copy, reproduce, republish, disassemble, decompile, download, post, broadcast, transmit, sell, disseminate, make available to the public, or otherwise use Intellectual Property Rights and content owned by 20FIFTY Partners, its affiliates or licensees, or other user content in any way except for the purpose of using the Services only.

You also agree not to adapt, alter or create a derivative work from the Website's content except as may be expressly permitted as part of your use of the Services. Any other use of the Website's content requires the prior written permission of 20FIFTY Partners. The names, images and logos identifying 20FIFTY Partners or third parties

and their products on or referenced on the Website are subject to Intellectual Property Rights of 20FIFTY Partners and/or third parties. Nothing contained in these Terms of Service shall be construed as conferring any license or right to use any Intellectual Property Rights of 20FIFTY Partners or any other third party save as expressly provided for in the Terms of Service.

### **Your 20FIFTY Partners' Website account**

In order to use the Website, you will be required to register a user account. By registering for a user account, you agree to provide accurate information when requested. By registering for a user account, you explicitly agree to the terms and conditions outlined herein.

You must inform 20FIFTY Partners immediately of any changes to the information that you provided when registering by updating your personal details so that 20FIFTY Partners can communicate with you effectively.

All accounts must be registered with a valid email address that you access on a regular basis so that any communication regarding your learning account can be sent to you.

If 20FIFTY Partners has reason to believe that there is likely to be a breach of security or misuse of the Website, 20FIFTY Partners may require you to change your password or may suspend your account.

20FIFTY Partners reserves the right to close any account that is seen to be using proxy IP Addresses (Internet Protocol Addresses) in order to hide multiple accounts. If you use multiple logins for the purpose of disrupting a community or annoying other users, you may have action taken against all of your accounts.

### **Registration and Password**

20FIFTY Partners advises you to never reveal your registration and password information to any third party; it is your sole responsibility to maintain the security of your registration and password information. Users will be held responsible for any authorised or unauthorised usage of their account and/or user details. Users are required to notify 20FIFTY Partners of any unauthorised use of their account and/or details immediately. Any breach of these Terms of Use may result in your account being closed at any time and without prior notice.

### **Your Contributions to the 20FIFTY Partners' Website**

You grant 20FIFTY Partners a non-transferrable, non-exclusive worldwide, royalty free license to use any material that you may upload to the Website. Copyright of your content or work contribution will remain with you and this license is not exclusive, so you can continue to use your material in any way; including allowing other third-parties to use it.

You confirm that all content or work uploaded or made available via the Website is your own original work, is not defamatory, does not infringe any Irish or international laws and that you have the permission of anyone identified within your contribution and/or the consent of their parent/guardian if they are under the age of 16.

Your contributions must be civil and tasteful. Your contributions must not be offensive in language or tone, cause any offense, be abusive or be disruptive. Your contributions must not be unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, sexually orientated, racially offensive or otherwise; any objectionable material is not acceptable and will be removed. You will not advertise or promote any brand, product or service on the Website.

### **Availability of the 20FIFTY Partners' Website**

We make no promise that the Website will meet your requirements. 20FIFTY Partners cannot guarantee that the Website will be fault-free. If a fault occurs with the Website, you should report it to [support@20fiftypartners.com](mailto:support@20fiftypartners.com) and 20FIFTY Partners will attempt to correct the fault as soon as reasonably possible. Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities. 20FIFTY Partners will attempt to restore access to the Website as soon as is reasonably possible.

20FIFTY Partners warrants that it has the right to provide the Website and will use reasonable skill and care in making the Website available to you and in seeking to ensure its availability. Because of the nature of the internet, errors and omissions do occur and 20FIFTY Partners does not give any other warranties in respect of the availability of the Website. 20FIFTY Partners is continually seeking to improve the Website. 20FIFTY Partners reserves the right, at its discretion, to make changes to any part of the Website. In the event 20FIFTY Partners makes changes to the Website that materially reduces its content or functionality, and you have paid for Services affected by those changes, you may be entitled to a proportionate refund

### **20FIFTY Partners right to suspend or cancel your registration.**

20FIFTY Partners may, at any time, suspend, restrict or cancel your registration immediately at its reasonable discretion or if you breach any of your obligations under these Terms of Service. You can cancel your registration at any time by informing us in writing at [support@20fiftypartners.com](mailto:support@20fiftypartners.com). If you do so, you must stop using the Website. The suspension or cancellation of your registration and your right to use the Website shall not affect either parties' legal rights or liabilities which may have accrued at the point of suspension or termination.

### **Prices and payment (Where Applicable)**

Your order is an offer to purchase access to online course content from 20FIFTY Partners. Access to online course content will be made available to you once your payment has been authorised. There will be no contract of any kind between you and 20FIFTY Partners unless and until you make authorised payment for access to one or more online courses. At any point up until then, 20FIFTY Partners may decline to supply access to the online courses to you without giving any reason. The fee for access to the online courses is calculated and payable in advance of the course start date as set out on the Website. 20FIFTY Partners shall be under no obligation to provide access to online courses until the fee has been paid.

20FIFTY Partners advises you to read the course descriptions that are provided in the Website carefully before placing your order as refunds cannot be given once you have started to view the course content.

### **Disclaimers and Limitation of Liability**

20FIFTY Partners will not be held responsible for content or work uploaded or made available to you via the Website or any third-party websites that are accessed via the Website or associated websites. Any links posted on the Website to third-party websites do not amount to an endorsement by 20FIFTY Partners of any content, product or learning environment(s) provided by that third-party; accessing such third-party websites is at your own risk.

20FIFTY Partners content, products and 20FIFTY Partners' Website (or its links to/provision of third-party products), is provided "as is" and on an "as available" basis. To the extent permitted by law, 20FIFTY Partners excludes all guarantees, undertakings, representations and warranties (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. 20FIFTY Partners does not guarantee the timeliness, completeness or performance of the Website or any of the content. Whilst reasonable efforts are made to ensure that all content provided by 20FIFTY Partners is correct at the time of publication, no responsibility is accepted by or on behalf of 20FIFTY Partners for any errors, omissions, or inaccurate content on the Website.

20FIFTY Partners does not warrant any functions available on the Website will be uninterrupted or error-free, that defects will be corrected, or the Website or the server(s) that makes it available are free of viruses, bugs, malware or other harmful elements or omissions. You (the user) acknowledge that it is your sole responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

Nothing in these Terms of Service excludes or limits 20FIFTY Partners' liability where it would be unlawful to do so, including for death or personal injury caused by our negligence, or for any fraud on our part. Subject to the foregoing:

- (I) We are not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Terms of Services for any: (a) loss of profit; (b) loss of revenue; (c) loss of business; or (d) loss of anticipated savings; in each case whether direct or indirect, or for any indirect, special or consequential loss or damage, howsoever arising.
- (II) Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Terms of Service shall not exceed €50.00 (fifty euros).

20FIFTY Partners are not responsible or liable for any failures or delays that arise from any cause outside its control.

## **Variation**

20FIFTY Partners shall have the right in its absolute discretion at any time and without notice to amend, remove, or vary the Services and/or any page of the Website.

## **Invalidity**

If any part of the Terms of Service is unenforceable the enforceability of any other part of the Terms of Service will not be affected, all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

## **Waiver**

If we do not act to enforce these Terms of Service, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Service, or if we delay in taking steps against you in respect of your violation of these Terms of Service, that will not mean that you do not have to do those things and we may take any relevant steps against you at a later date. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Central Solutions Ltd.

## **Complaints**

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise. Please report any complaints or comments to [support@20fiftypartners.com](mailto:support@20fiftypartners.com) and 20FIFTY Partners will attempt to respond as soon as reasonably possible.

## **Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and 20FIFTY Partners.

## **Governing Law**

The existence, formation, interpretation, operation and termination of these Terms of Service and any matters or disputes arising out of or in connection with them (whether contractual or non-contractual), are governed by and interpreted in accordance with the laws of Ireland. The Courts of Ireland will have exclusive jurisdiction on any matter or dispute (whether contractual or non-contractual) between you and 20FIFTY Partners arising out of or in connection with the Website or the Terms of Service.

*This was last updated in September 2025*