

Terms of Service

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE.

1. THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (Hereinafter "You" Or "Your") AND ALMIR BUSINESS (Hereinafter "ALMIR") GOVERNING YOUR USE OF THE ALMIR SUITE OF ONLINE BUSINESS AND MANAGEMENT SYSTEM SOFTWARE (Hereinafter "Services").
2. **Acceptance of the Terms of Service.** You must be of legal age to enter into a binding agreement in order to accept the Terms of Service. If you do not agree to the Terms of Service, do not use any of our Services. You can accept the Terms of Service by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services. By accessing or using the Services, you agree to be bound by the following terms and conditions concerning your use of the Services (Terms of Service) and ALMIR's Privacy Policy.
3. **Modification of Terms of Service.** ALMIR may make changes to the operation of the Services, its Terms of Service, and its Privacy Policy at any time without notice to you. The revised Terms of Service and Privacy Policy shall be posted on this Website. You are responsible for regularly reviewing these Terms of Service and Privacy Policy. Your continued use of the Services following any changes shall constitute your acceptance of such changes. If you do not agree to the Terms of Service and Privacy Policy, then you may not use the Services.
4. **Description of Service.** ALMIR provides a range of services for online collaboration and management including Continual Improvement, Training and Development, Documentation Control, Asset Management, Internal Audit, Legislation Update ("Service" or "Services"). You may use the Services for your business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipments necessary to use the Services. You can create and edit content with your user account.
5. **Use of the Services.** Services may be used solely for the furtherance of your relationship with ALMIR. ALMIR shall: (i) provide to you basic support for the Services at no additional charge, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.
6. **Privacy Policy.** You agree that Registration Data will be processed in accordance with our Privacy Policy. For more information see our full privacy policy; <https://www.almirlive.com/documents/PrivacyStatement.pdf>
7. **Communications from ALMIR.** The Services may include certain communications from ALMIR, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.
8. **Password and Security.** You are required to set a password upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify ALMIR of any unauthorised use of your password or account and any other breach of security, and (b) ensure that you exit from your account at the end of each session. You shall not (a) make the Services available to anyone other than Users, (b) use the Services to store or transmit Malicious Code, (c) interfere with or disrupt the integrity or performance of the Services, or (d) attempt to gain unauthorised access to the Services or their related systems or networks.
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15. **Indemnity.** You agree to defend, indemnify and hold harmless ALMIR, its Directors, employees from and against any and all claims, liabilities, damages, losses or expenses, including reasonable solicitors' fees and costs, arising out of or in any way connected with your access to or use of the Services or breach by you of the Terms of Service.
16. **Arbitration.** Any controversy or claim arising out of or relating to the Terms of Service shall be settled by binding arbitration in accordance with the Irish Arbitration Act 2010 which provides a structural legal framework for both domestic and international arbitrations. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Ireland and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, ALMIR may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.
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18. **Suspension and Termination.** ALMIR may suspend your user account or temporarily disable access to whole or part of any Service in the event of (a) any suspected illegal activity, (b) extended periods of inactivity or (c) requests by law enforcement or other government agencies, or (d) if any amount owing by you under this or any other agreement for services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorised ALMIR to charge to your credit card. Objections to suspension or disabling of user accounts should be made to ALMIR [Support](#) within thirty days of being notified about the suspension. ALMIR may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms of Service and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.
19. **Return of Your Data.** Upon request by you made within 30 days after the effective date of termination of a Services subscription, Almir will make available to you or download a file of your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, ALMIR shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of your Data in our possession or under our control.
20. **End of Terms Of Service.** If you have any questions or concerns regarding this agreement, please contact us at ALMIR [Support](#)