

## **BRÚ NA PÁIRCE – TERMS & CONDITIONS OF OUR ONLINE COURSE**

The online Irish courses are operated by Brú na Páirce (BRÚ NA PÁIRCE or “we”, “us”, or “our”).

These Terms and Conditions of Use (the “Terms and Conditions”) (together with the documents referred to in it) set out the terms and conditions under which you may take part in our online courses as a registered student.

### **BY UNDERTAKING AN ONLINE COURSE WITH BRÚ NA PÁIRCE YOU ACCEPT THESE TERMS.**

The Terms and Conditions create a binding contract between Brú na Páirce and you. They contain important information about your rights and responsibilities when take part in our online courses and the limitation of our liability. Please read these Terms and Conditions carefully.

By undertaking our online course, you confirm that you accept these Terms and Conditions and that you agree to comply with them. If you do not accept these Terms and Conditions, do not take the online course.

We may amend these Terms and Conditions from time to time. Please check these Terms and Conditions to ensure you understand the Terms and Conditions that apply at the time of your course.

### **PRIVACY AND YOUR PERSONAL DATA**

When you register to take part in an online course, we will collect and process certain information about you. This may include personal information you submit to us when filling in forms on this site or by corresponding with us or when you apply for or undertake an online course.

If you apply, register for, or undertake any educational programme, additional academic, student or other Brú na Páirce policies, rules and/or regulations will apply, and be notified, to you.

### **YOUR PARTICIPATION IN THE ONLINE COURSES IS ACCORDING TO THE FOLLOWING TERMS AND CONDITIONS;**

1. You agree and warrant that all information you provide to Brú na Páirce including but not limited to any contact information and other registration information for your course, is truthful and accurate. You further agree to maintain the accuracy of your information and to inform Brú na Páirce promptly of any changes to your information.

2. By creating a profile with Brú na Páirce, you understand that we will need to collect and process certain aspects of your personal information to set up and manage your account and to communicate with you, including by email or telephone to your designated email address or telephone number, in relation to your studies with us. You agree that any and all communications sent to you electronically via the e-mail address associated with your profile satisfy any legal requirement that such communications be in writing. You agree to accept responsibility for all activities that occur under your account and password.
3. Your participation in the online courses is at Brú na Páirce's discretion, and your authorisation to partake in courses may be suspended or terminated by Brú na Páirce at any time. Brú na Páirce reserves the right, at its sole discretion, to refuse service, to terminate any user's profile and/or to terminate courses at any time.
4. All text, files, trademarks, images, videos or other recordings, graphics, materials and other content displayed on or downloadable from the online courses are the property of Brú na Páirce and its licensors and is protected by the copyright laws of the Republic of Ireland and other international copyright laws and treaties. The compilation of all the content is also protected by such copyright laws and treaties. No such material from the site may be used, reproduced, distributed, modified or publicly displayed or performed without the prior written permission of the owner of such material.
5. Brú na Páirce reserves the right to modify, suspend, withdraw or discontinue any or all aspects of the online courses at any time without notice.
6. Brú na Páirce trademarks and other graphics, logos and slogans may not be used without prior written permission from Brú na Páirce.
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8. This site may contain links to websites that are not owned, operated or controlled by Brú na Páirce. All such links are provided as a convenience, and do not in any way constitute Brú na Páirce's endorsement or recommendation of the linked website or the person(s) associated therewith. Brú na Páirce is not responsible for any content of

any third party websites, and makes no representations regarding the content or accuracy of material on such sites. If you decide to access any linked websites, you do so entirely at your own risk.

9. In the event that you have any problem with online courses or any content contained thereon, you agree that your sole remedy is to cease the course.
10. After registering for a course, you may receive an e-mail acknowledgement of that registration from Brú na Páirce. Brú na Páirce may also require additional information or verifications before processing certain course profiles or applications.
11. All comments, feedback, suggestions, ideas and other submissions of any kind disclosed or submitted to Brú na Páirce or any platform or e-mail address associated with our sites (collectively, "User Submissions") shall be and remain the property of Brú na Páirce. Your disclosure or submission of User Submissions shall constitute an assignment to Brú na Páirce of all worldwide right, title and interest in any to all copyright and other intellectual property rights in and to the User Submissions. You further represent and warrant that any User Submissions you make to Brú na Páirce will not contain defamatory or otherwise unlawful, threatening, abusive or obscene material; will not contain software viruses, malware or other harmful devices, and will not be part of any mass mailing or other form of spam.
12. By undertaking the online course you acknowledge that participation is at your sole risk Brú na Páirce does not warrant or guarantee that the online courses, its servers or emails sent by or on behalf of Brú na Páirce are free from bugs, viruses, worms or other harmful components. Further, Brú na Páirce does not guarantee the continuous, uninterrupted and error-free operation of the online courses, nor that all communications between you and Brú na Páirce will be secure from access or interference by third parties.
13. Although Brú na Páirce makes reasonable efforts to update the information on its website, Brú na Páirce makes no representations, warranties or guarantees, whether expressed or implied, that the content of this site is accurate, complete or up-to-date.
14. To the maximum extent permitted by applicable law, Brú na Páirce will not be liable for any damages of any kind arising from or otherwise related to your use of or inability to access our courses, including but not limited to direct, indirect, incidental, punitive and consequential damages, even if Brú na Páirce has been advised of or should have known of the possibility of such damages. Without limiting the foregoing, Brú na Páirce will not be liable for any damage to your computer, telecommunications equipment or other property or any loss of or unauthorised use of data caused by or arising from you accessing or undertaking the online courses, or from downloading any materials,

or for any damages arising out of a third party's unauthorised access to and use of your personal information stored on Brú na Páirce's computers and /or servers.

15. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
16. You must not misuse our courses by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our online courses or allow another person to access the courses.
17. You agree to indemnify, defend and hold harmless Brú na Páirce from and against any claim, demand, damages, cost and expenses, including reasonable attorney fees, arising from or related to your participation in our online courses and/or any failure by you to comply with these Terms and Conditions.
18. The online courses are created in the Republic of Ireland.
19. You agree that the laws of the Republic of Ireland will govern these Terms and Conditions, without giving effect to any principles of conflicts of laws. Any action or proceeding arising out of or in connection with these Terms and Conditions or your participation in our online courses must be brought in the courts located in Dublin, Ireland, and you hereby consent to the exclusive personal jurisdiction of such courts.
20. These Terms and Conditions (and all documents referred to in it) represent the entire understanding between us regarding your participation in our online courses, and supersedes all other agreements, express or implied, between us regarding your participation. If any provision of these Terms and Conditions is determined to be invalid or unenforceable for any reason whatsoever, the remainder of the Terms and Conditions shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of these Terms and Conditions. Brú na Páirce's failure to act with respect to a breach of these Terms and Conditions by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under these Terms and Conditions.

*Brú na Páirce*  
Bí Linn agus Beidh agat