

Terms and Conditions

Welcome to the members area of the INTO website (“the Site”). These Terms and Conditions govern your use of the Site. Please read them carefully before using the Site.

All references to “we” or “INTO” are intended to refer to the Irish National Teachers’ Organisation and our associates.

By viewing and using the Site you (“the User”) are deemed to consent to and accept the Terms and Conditions.

Please read these Terms and Conditions carefully:-

1. Changes to the Terms and Conditions.

We reserve the right to change these Terms and Conditions at any time. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to such Terms and Conditions.

2. Personal Information, Member Account Information and Security

In order to access this part of this Site you (the “User”) shall be required to register your personal details on the web page. The details (referred to as “Personal Details”) required include your surname, date of birth, teacher number and roll number. You must ensure that the information you provide is true, accurate, complete and up-to-date. The User should inform us immediately of any changes in the Personal Information and ensure at all times that the Personal Information is true, accurate, complete and up-to-date.

You shall also be asked to choose a password to protect your account. You shall be responsible for maintaining the confidentiality of your password. In addition, you shall be held responsible for any activities that may occur under your account. Should any unauthorised use of your password or

account occur it shall be your responsibility to notify the INTO immediately. The INTO shall not be liable for any loss that you may incur as a result of a third party, whether authorised or unauthorised by you, using your password or account. However the User may be held liable for losses incurred by the INTO as a result of someone else using or accessing the User's password or account. You may not use another user's account at any time.

We shall use your Personal Information in accordance with our Privacy Policy. You are advised to read our Privacy Policy to see how your Personal Information shall be collected and used. The INTO accepts no liability whatsoever for any loss, damage or claims howsoever arising from unauthorised access of your Personal Information by a third party. Access to and use of the Site is at the User's own risk.

We will not monitor, edit or disclose any personal information about you or your Internet use without your prior permission unless we have a good faith belief that such action is necessary to:

- a. conform to legal requirements or comply with legal processes
- b. protect and defend the rights or property of the INTO
- c. enforce the terms of use
- d. act to protect the interests of our account users or others

In these cases this data may be passed on to appropriate individuals, organisations or companies if specifically requested.

3. Access to the Site

The User must provide all technological equipment required to access this Site including a computer and modem and must pay any telephone or other connection expenses that may arise as a result of using this Site. Access to this Site shall be dependent on the User being a member of the INTO.

4. No unlawful or prohibited use

You shall not use this Site for any unlawful purposes or any purposes prohibited by the Terms and Conditions. You may not use this Site in such a way that it might damage the reputation of the INTO or in such a manner that it could disable, burden or impair the Site.

5. User Conduct

The User agrees not to use the Site to

- (a) harass any other User;
- (b) collect or store other data about another User;
- (c) impersonate any entity within the INTO or misrepresent your affiliation with the organisation;
- (d) upload for commercial or private purposes any data, text, graphics or other materials ("Content") that may infringe the intellectual property rights or proprietary rights of any party;
- (e) whether intentionally or otherwise, violate any national or international laws;
- (f) harvest any information or gain unauthorised access to the Site, other user accounts, or networks connected to the Site through hacking, password mining or other illegal means;
- (g) defame, abuse, harass, stalk or otherwise violate the legal rights of others; or
- (h) create a false identity for the purpose of misleading others.

6. Use of Site Services

The contents of this Site have been produced as a source of information only. The information has been prepared as carefully as possible from a

number of sources. The information contained in the Site is believed to be accurate but we do not warrant or guarantee such accuracy. The contents of this Site should not be interpreted as a substitution for legal advice. We take no responsibility for any inaccuracies or omissions on the Site. Users are advised to seek professional advice from the appropriate persons in the jurisdiction.

7. Third Parties

(a) Advertisements

We may serve advertisements to the Site or work with a third party to serve the advertisements. Advertisements placed on the Site may include but are not limited to banner ads, paid links, pop-up windows, buttons and sponsorships. The User agrees that the INTO has the right to run such advertisements and promotions. User correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or through the Site, including payment for and delivery of related goods or services, and any other representations associated with such dealings, are solely between the User and such advertiser or third party. The User agrees that the INTO shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Site.

(b) Hyperlinks

This Site may contain links to other web pages ("Links"). These sites are not under our control and thus the User shall not be afforded the protection of these Terms and Conditions on entering these sites. In addition, the inclusion of these Links on the Site does not mean that we endorse these Sites or are affiliated with them in any way and we take no responsibility for any loss that occurs as a result of using any services provided in these Links. We take no responsibility for any material in these Links that may cause offence to the User.

(c) Third Party Competitions

The User's correspondence with third parties regarding promotions or competitions that are entered into as a result of a hyperlink on this Site is a matter which is solely between the User and that advertiser or promoter. The INTO shall not be liable for any loss incurred or damage suffered whatsoever as a result of the User entering into competitions or promotions or for non-delivery of prizes.

8. Information Required by Law

We are required by law to provide you with the following information:

(a) www.into.ie is the website address of the INTO. The INTO can be contacted at the following email support@into.ie or postal addresses, for Republic of Ireland Users 35 Parnell Square, Dublin 1, for Northern Ireland Users 23 College Gardens, Belfast BT96BS

9. Intellectual Property

The User acknowledges that all trademarks, trade names, service marks, rights in any designs (whether registered or unregistered), applications for any of the foregoing, topography rights, know-how, including data specifications, drawings and instructions, rights protecting goodwill and reputation, database rights, copyright and other intellectual property rights (collectively known as "Intellectual Property") in and relating to the INTO Site are solely owned by INTO unless stated otherwise.

The User may not reproduce, publish, transmit, distribute, display, modify, sell or exploit in any part of the Intellectual Property on this Site other than as permitted in accordance with these Terms and Conditions.

The User is granted a limited licence to use the Content and software on this Site for personal and non-commercial use only and provided that the Intellectual Property remains intact. In accordance with the limited licence granted by the Terms and Conditions, the User may:

(a) make one electronically stored transient copy of the webpages in the Site; or

(b) download to disk the Content of this Site for the purposes of private study.

(c) download sections of the Site for their own personal no commercial use

Any other use of the Content or software of the Site is strictly prohibited. The limited licence to use the Intellectual Property is conditional upon compliance with the Terms and Conditions of the Site.

10. Indemnification

The User agrees to indemnify the INTO, its affiliates, agents and employees against any claims made by any third party due to or arising out of the User's reliance on information contained in this Site and to hold them harmless from any claim, demand, or damage (including reasonable legal expenses) asserted by any third party due to or arising out of the User's use of or conduct on this Site, or the use or misuse by the User or third parties of the User's account or password.

11. Disclaimer of Warranties and Liability

The INTO endeavours at all times to provide Users with the most accurate and up-to-date information but cannot guarantee this is always the case. The User relies on the information presented in this Site and uses the Site at his/her own risk.

The INTO provides the Site on an “as is” and “as available” basis and expressly disclaims any warranties of any kind, insofar as permitted by law, whether implied, express or statutory, including but without limitation, implied warranties of title, merchantability, fitness for a particular purpose or non-infringement.

The User should understand that any material downloaded or used from this Site is done so at its own risk and INTO is not responsible for the User’s computer system or loss of data that results from the download of any material or data from the Site.

This Site contains general information on commercial, tax and legal issues. Please note that the information provided on the Site does not constitute legal, tax or commercial advice and if you require legal advice you are advised to consult a solicitor.

The INTO shall not be liable for any loss of use, interruption of business, or any direct or indirect, special, incidental, or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence) strict product liability, or otherwise, even if the INTO has been advised of the possibility of such damages arising out of or caused by the User’s use of the access to the Site.

The INTO does not accept any liability for any losses or claims arising from an inability to access this Site and does not warrant that this Site or the server that makes it available are free of computer viruses.

12. Complaints Procedure

Any abuse of this Site, including but not limited to the violation of these Terms and Conditions or any provision therein, or the infringement or misappropriation by any User, or a third party using a User’s computer, of any account or password to access and/or use the Site, or of any Intellectual Property of any person or entity, or the use or misuse by any

User of another user's password or account, should be reported to the INTO immediately by email at support@into.ie or by post for Republic of Ireland Users to 35 Parnell Square, Dublin 1, for Northern Ireland Users to 23 College Gardens, Belfast BT96BS or by telephone for Republic of Ireland Users 01 8047700, for Northern Ireland Users 028 90 381455.

13. Force Majeure

If the INTO are unable to perform any of their obligations in these Terms and Conditions for reasons beyond the INTO's reasonable control, the INTO shall have no liability to the User for failure to perform.

14. Severability

If any one or more of the terms of these Terms and Conditions are found to be illegal, unenforceable or invalid, such term(s) may be severed from the Terms and Conditions and the legality, enforceability and validity of the remainder of the Terms and Conditions shall continue in full force and effect.

15. Governing Law

These Terms and Conditions shall be governed by Irish Law and the Irish Courts shall have exclusive jurisdiction.