

# Terms of Use Teagasc Smart Simple Research Application System

Last updated: 05/09/2019

These terms and conditions (the **Terms**) govern your access to and use of the <https://teagasc.smartsimple.ie> website. This Website is operated by, or on behalf of, the Agriculture and Food Development Authority, or 'Teagasc' (**Teagasc, we, or us**). In these Terms, **Website** refers to all aspects of the aforementioned website and any relevant mobile applications offered by Teagasc.

Use of this Website constitutes your acceptance of these Terms which take effect when you first use this Website and are applicable to any subsequent or further use of the Website. Teagasc reserves the right to change these Terms at any time by posting changes online. You are responsible for reviewing regularly information posted online to obtain timely notice of such changes. Your continued use of this Website after changes are posted constitutes your acceptance of these terms as modified by the posted changes.

In the event that you, at any time, do not accept or no longer accept any or all of these Terms, you should immediately cease use of this Website.

Access to and use of this Website are provided by Teagasc subject to the following:

1. Any reference to **you** or **your** shall refer to both the individual accessing the Website and the organisation or entity upon whose behalf he or she is employed or engaged and/or accessing the Website. By using the Website you represent that you understand these Terms and, where applicable, you have the capacity and authority to bind your employer to these Terms.
2. If you are under 18 years of age you may not use this Website without your parent or guardian's consent and permission.
3. We process information about you in accordance with our [Privacy Policy](#). By using our Website you consent, where required, to such processing, and you warrant that all data provided by you is accurate.
4. **Disclaimers**
  - 4.1 Teagasc maintains its websites to enhance public access to information and to provide services to its customers. Every effort has been made to ensure that the information provided on Teagasc's websites is accurate and up-to-date, however Teagasc gives no guarantees, undertakings or warranties concerning the accuracy, completeness or up-to-date nature of information provided on its websites and does not accept any liability whatsoever arising from any errors or omissions. If you notice any errors or omissions please let Teagasc know as soon as possible.
  - 4.2 Teagasc reserves the right to change all or any of the information provided at any time, but shall not be responsible for or liable in respect of any such change in information. Teagasc has no liability for any loss occasioned from the use of information appearing on these websites. Teagasc does not accept any liability for decisions made (including any commercial and/or farming decisions or actions or omissions) based on information provided on the Website. Any links from these websites to external websites are provided as a matter of convenience only, and should not be taken as an endorsement of the contents or practices of those external websites.

- 4.3 Whilst Teagasc endeavours to ensure that this Website is normally available 24 hours a day, Teagasc will not be liable if for any reason the Website is unavailable at any time or for any period.
- 4.4 Access to this Website may be suspended temporarily or permanently and without notice.
- 4.5 Teagasc 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 (including but not limited to lost profits) regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even if Teagasc has been advised of the possibility of such damages, howsoever arising, out of use of the Website.
- 4.6 Teagasc provides the Website “as is” and “as available” and without any warranty or condition, express or implied. In particular (but without limitation), Teagasc does not warrant that the Website will operate without interruptions, be timely, secure or error-free. Teagasc does not warrant that the website or its contents are free from viruses or problems and Teagasc is not responsible for any harm cause to your property from your use of this service.
- 4.7 As a convenience, this Website may contain links to other websites which are maintained and operated by third parties. The linked websites are not under the control of Teagasc, and Teagasc is not responsible for the content available on any other websites linked to its website. Such links do not imply Teagasc’s endorsement, sponsorship or recommendation by Teagasc of material on any other website and Teagasc disclaims any warranties (express or implied) about the content and operation of these websites. Teagasc disclaims any liability for links: (i) from another website to the Teagasc website; and (ii) to another website from the Teagasc website.
- 4.8 You understand and agree that all comments, content or materials (**User Content**) submitted by any other user is the lone and exclusive responsibility of that user and Teagasc has no responsibility, obligation or liability in respect of any other user or User Content submitted by other users and published on the Website. You accept that Teagasc has no responsibility for the accuracy, virtue or condition of any such User Content or contents or comments submitted by other users.

## 5. **Intellectual Property**

- 5.1 The use of this Website does not convey any rights of ownership in or to the Website or any materials or information contained therein.
- 5.2 Subject to Section 5.3 below, all rights, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Website will remain Teagasc’s sole property.
- 5.3 In the event that you submit User Content to the Website, you agree and warrant that you created the User Content or have received permission from, or are duly authorised by, the owner of any part of the user content to do so. Either you or the owner of the User Content remain the copyright owner of such content. Teagasc requires your permission to use and display that User Content and in some cases to modify it for best display and/or use. By submitting the User Content to Teagasc you grant to Teagasc an unconditional, non-exclusive, sub-licensable (including to other users of the Website), royalty-free, perpetual, irrevocable, fully transferable, worldwide licence to use, publish, alter, edit, delete or transmit, or to authorise third parties to use, publish, alter, edit, delete or transmit, the User Content in any format and on any platform, currently known or invented in the future.

5.4 Unless otherwise stated, reproduction is authorised for personal use, provided the source is acknowledged. Should a user download the materials on the Website for personal or non-commercial use, the user must retain all copyright, trademark or other similar notices contained in the original materials on any copies of the materials. Reproduction or distribution for commercial purposes is not permitted.

## 6. **Freedom of Information**

6.1 Please note that Teagasc (the Agriculture and Food Development Authority) is a public body to which the Freedom of Information Act 2014 (**FOI 2014**) applies and may be subject to freedom of information requests pursuant to that legislation. Information shared with Teagasc may be disclosable by Teagasc pursuant to FOI 2014.

## 7. **Indemnity**

7.1 By using this website you agree to indemnify and hold Teagasc, its parent, subsidiaries, affiliates, officers and employees, harmless from any claims, damages, expenses, liabilities, costs or demands, including legal expenses, made or brought by any third party due to or arising out of:

7.1.1 your use of the Website or any part thereof;

7.1.2 the violation of these Terms or any provision therein by you; and

7.1.3 any intellectual property rights of any person or entity.

## 8. **Data Protection**

8.1 Where you upload personal data (as defined in the EU General Data Protection Regulation 2016/679 (**GDPR**)) to the Website, with respect to which both you and Teagasc are each separately a Data Controller (as defined in GDPR), or with respect to which both you and Teagasc jointly determine the means and purposes of processing as Joint Controllers (as defined in GDPR), both you and Teagasc shall be individually responsible, as a sole data controller, for its own processing of personal data pursuant to and/or in connection with the use of the Website.

8.2 Each party must comply with its respective obligations under applicable data protection legislation (including GDPR and laws implementing GDPR in Ireland). You will notify Teagasc immediately if you become aware of, or suspect, a personal data breach which is likely to affect or invoke Teagasc's obligations under applicable data protection legislation. You will use reasonable endeavours to mitigate any damage suffered by a data subject. You will notify Teagasc of any requests from data subjects regarding rectification or erasure of personal data, or restriction or objection of the processing of personal data that is relevant to Teagasc. You will, to the extent that such a request affects Teagasc's processing of personal data, comply with all such requests in accordance with applicable data protection legislation.

## 9. **User Conduct**

9.1 You agree not to use this Website to do the following:

9.1.1 upload, post or otherwise transmit any material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

- 9.1.2 upload, post or otherwise transmit any material that you do not have the right to transmit under, or infringe, any law (including with intellectual property law) or contractual or fiduciary relationship;
  - 9.1.3 post irrelevant material or repeatedly post the same or similar material unduly;
  - 9.1.4 upload, post or otherwise transmit any unauthorised advertising, promotional materials, 'junk mail' or spam or any form of solicitation, except in those areas of the Website designated for such purposes;
  - 9.1.5 anything that is in violation of any applicable law, rule or regulation;
  - 9.1.6 impersonate or claim to be any third party, or misrepresent your affiliation with another person or entity;
  - 9.1.7 use any means of searching or mining data from the website or attempting to interfere with the proper working of the website; or
  - 9.1.8 transmit viruses, malware, or other malicious code.
- 9.2 You are responsible for the accuracy and correct recording and reporting of any data that you submit to the Website and shall indemnify Teagasc for any losses or liabilities it suffers as result of the use or publication of your uploaded User Content.

## 10. **Term and Termination**

- 10.1 Teagasc reserves the right to discontinue offering the Website or to modify the Website at any time and at its sole discretion and without notice. Teagasc may also, at its sole discretion, terminate or suspend your access to the Website at any time. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

## 11. **Severability**

- 11.1 If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable, such Term or Terms shall be severed and deleted from the clause concerned and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## 12. **Law and Jurisdiction**

- 12.1 The Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to Teagasc's Website. The place of performance of these Terms shall be Ireland. This, however, shall not prevent Teagasc from pursuing a claim for breach of contract, copyright infringement or otherwise in respect of these Terms or this Website in any other jurisdiction. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

## 13. **Questions**

- 13.1 If you have any queries with respect to the Website please direct them to [info@teagasc.ie](mailto:info@teagasc.ie).