

IHREC E-learning site - Terms and Conditions

1. Introduction

Welcome to the Irish Human Rights and Equality Commission (IHREC)'s e-learning website.

Please read these Terms and Conditions of use carefully which govern IHREC's relationship with you in relation to this website.

2. Definitions

For the purposes of these terms:

- 'We' and 'us' means **IHREC** who will provide the services to you.
- 'You' means **the learner** receiving the services.
- "The site" means www.elearning.ihrec.ie.
- "Site services" means the services which can be accessed on www.elearning.ihrec.ie

3. General

- 3.1.** These terms are a contract between IHREC and you where you sign up as an individual in a personal capacity.
- 3.2.** By using this service, you agree that you have read, understand and agree to these terms.
- 3.3.** IHREC reserves the right to change the content used at any time, your continued use of this site will be deemed your acceptance of any changes.
- 3.4.** You must read, agree to, and accept all of these terms and conditions to be a user of our website located at elearning.ihrec.ie and the services which can be accessed thereon.
- 3.5.** The site will also be governed by the laws of Ireland and if any claim or dispute arises from your use of the site or any of the information on it, you agree that the Irish courts will have exclusive jurisdiction over all such claims or disputes.
- 3.6.** If you do not agree with these Terms and Conditions you will not be permitted to continue to use the services located at www.elearning.ihrec.ie.

4. Registration and acceptance

- 4.1.** The site and site services provides an Introductory E-Learning module which has been developed by IHREC to enable public servants to explore the meaning and value of Equality, Human rights and the Public Sector Equality and Human Rights Duty in their daily work.
- 4.2.** To access the site and the site services, you must register for an account.
- 4.3.** By registering for an account to use the site you agree to abide by the Terms and Conditions.

IHREC E-learning site - Terms and Conditions

4.4. To register for an account to join the site, you must complete a profile. You agree to provide true, accurate, and complete information about your identity or organisation on your registration.

5. Discretion of IHREC

We reserve the right to revoke the privileges of the account or access to or use of the site or site services, without warning if, in our sole discretion:

- i)** False or misleading information has been provided in creating your account.
- ii)** IHREC reasonably believes that you are in any way involved in criminal, unethical or improper activities.
- iii)** IHREC reasonably believes you are using the site or your account in an improper or illegal way, or failing to comply with these Terms.

6. Account permissions

You agree not to request or allow another person to create an account on your behalf, for your use, or for your benefit. By granting other individuals permissions under your account you represent and warrant that the individual is authorised to act on your behalf. If any such user violates the Terms, it may affect your ability to use the site. Upon closure of an account, IHREC may close any or all related Accounts.

7. Usernames and Passwords

- 7.1.** When you register for an account, you will be asked to choose an email address password for the account.
- 7.2.** You should only create and maintain one account.
- 7.3.** You are entirely responsible for safeguarding and maintaining the confidentiality of your password.
- 7.4.** You agree not to share your email address or password with any person who is not authorised to use your account.
- 7.5.** IHREC to assume that any person using the site with your email address and password, either is you or is authorised to act for you.
- 7.6.** You agree to notify us immediately if you suspect or become aware of any unauthorised use of your account or any unauthorised access to the password for any account.

IHREC E-learning site - Terms and Conditions

8. Limitation of Liability

- 8.1. The site is provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory.
- 8.2. Users access this site at his/her/its own risk so any content that you download is downloaded at your own discretion and risk, and you are solely responsible for any damage to your computer and for any loss of data that results from the downloading of any such content.
- 8.3. Except where prohibited by law, in no event will IHREC be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, even if IHREC has been advised of the possibility of such damages.
- 8.4. Under no circumstances and under no legal theory shall IHREC or any employees, Commissioners, third party content providers, be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages or losses.
- 8.5. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of IHREC, computer virus or other similar item, telecommunications errors, or unauthorised access to or use of user information through theft or any other means. IHREC is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect this site.

9. Access to the e-learning

- 9.1. IHREC strives to provide uninterrupted e learning course content to its users. To that end, we will take all reasonable efforts to provide uninterrupted access of the E-learning to its users. However, from time to time, users may be unable to access the e-learning due to conditions beyond IHREC's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law.
- 9.2. From time to time, access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons.
- 9.3. In response to any unavailability of the e-learning we will take all reasonable steps to ensure access is restored within a reasonable period of time.

IHREC E-learning site - Terms and Conditions

- 9.4.** Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications, equipment and Internet service necessary for use of the site and course.

10. Intellectual property rights

- 10.1.** All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by IHREC.
- 10.2.** The use of the training material on our courses is restricted to the registered user who has been supplied with the log in details by IHREC.
- 10.3.** No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of IHREC.
- 10.4.** IHREC may make improvements, or changes, to this material at any time without prior notification.

11. Indemnity.

You agree to indemnify and hold IHREC its officers, employees, Commissioners and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees), made against IHREC by any third-party due to or arising out of or in connection with your use of the site.

12. Data Protection Information Notice

We have a detailed Data Protection Information Notice. Learners are advised to read it carefully.

[IHREC-Data-Protection-Information-Notice](#)

13. Termination

- 13.1.** Unless both you and IHREC expressly agree otherwise in writing, either of us may terminate these Terms in our sole discretion, at any time, without explanation, upon written notice to the other, except as otherwise provided herein. In the event you properly terminate these Terms, your right to use the Site and Site Services is automatically revoked, and your Account will be closed.
- 13.2.** Without limiting IHREC's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if:
- i. You breach any terms and conditions of these Terms;

IHREC E-learning site - Terms and Conditions

- ii. We suspect or become aware that you have provided false or misleading information to us; or
- iii. We believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or IHREC or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity.
- iv. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without IHREC's prior written consent.
- v. If your account is closed for any reason, you will no longer have access to data you keep on the site and that any closure of your account may involve deletion of any content stored in your account for which IHREC will have no liability whatsoever.
- vi. IHREC, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

14. Waiver

No failure or delay by IHREC to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Disclaimer

- 15.1. The materials and the publications provided on this website are not intended to provide, and do not constitute or comprise, legal advice on any particular matter and are provided for learning purposes only.
- 15.2. In developing the content of our eLearning module, every effort has been made to ensure the information provided is accurate and up-to-date. In developing the content of our eLearning, IHREC seeks to ensure that the information provided is accurate and up-to-date. IHREC gives no guarantees or warranties concerning the accuracy, completeness or up-to-date nature of the information provided on the website and does not accept any liability arising from an errors or omissions. Errors or omissions brought to the notice of IHREC will be investigated and amendments or corrections will be made as soon as practicable.

IHREC E-learning site - Terms and Conditions

15.3. Please note that the site sometimes links to external sites over which IHREC has no control and for which it accepts no responsibility. Hypertext or other links to this website are prohibited without the consent of IHREC. If you wish to provide a link to this portal, you should notify the Commission by e-mail to support@ihrec.ie and give details of the URL(s) of the page(s) with links to our website and the URL(s) of the page(s) to which you wish to link on this website.