

HSELAND - TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, AS WELL AS VARIOUS LIMITATIONS AND EXCLUSIONS.

These terms are a contract between HSeLanD, The Health Service Executive's Health Services Electronic Learning and Development online learning portal ("**HSeLanD**," "**we**," or "**us**"), and either:

- (i) you (as an "**Individual User**"), where you sign up as an individual in a personal capacity; or
- (ii) you (as an "**Employer User**"), where you are assigned through your account to undertake a business role on behalf of your employer.

The terms "**you**" and "**User**" shall mean Individual Users and Employer Users.

You must read, agree to, and accept all of these terms and conditions to be a User of our website located at www.hseland.ie and all affiliated websites, including mobile websites and HSeLanD mobile applications, owned and operated by us, our predecessors or successors in interest (the "**Site**") and the services which can be accessed thereon (the "**Services**" or the "**Site Services**"). The date of your initial acceptance of these terms will be recorded by us (the "**Effective Date**").

These terms include and hereby incorporate by reference the following important documents and/or agreements, as they may be in effect and modified from time to time: (i) **Site Terms of Use** (contained in Appendix 1 of these Terms); (ii) our [Privacy and Cookies Policy](#); (iii) **SaaS License Terms** (contained in Appendix 2 of these Terms); and (iv) **Data Sharing Terms** (contained in Appendix 3 of these Terms). These terms and appendices are collectively called the "**Terms**".

Subject to the conditions set forth herein, HSeLanD may, in its sole discretion, amend these Terms at any time by posting a revised version on the Site. HSeLanD will provide reasonable advance notice of any amendment that includes a Substantial Change, by posting the updated Terms of Service on the Site, providing notice on the Site, and/or sending you notice by email. You will not be permitted to continue to use the Services unless you accept the updated Terms.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT ACCEPT THE TERMS IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

Defined terms and expressions used herein shall have the meanings given to such terms and expressions in Clause 9 below.

1. HSELAND ACCOUNTS

1.1 REGISTRATION AND ACCEPTANCE

1.1.1 By registering for an account to use the Site or Site Services (an “**Account**”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms when prompted on the Site, you agree to abide by the Terms.

1.1.2 To access the Site and the Site Services, you must register for an Account.

1.1.3 If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms, on behalf of yourself and the company.

1.2 ACCOUNT ELIGIBILITY

1.2.1 HSeLanD offers the Site and Site Services for the purposes described on the Site i.e. to provide online access to a broad range of learning resources for staff who are employed (directly or indirectly) or who have volunteered in Irish health and social care services as well as those are employed (directly or indirectly) or who have volunteered in administrative and support functions. HSeLanD is available to all such employees across the health and social care sector including those who work in the voluntary/NGO sectors and in other arrangements pursuant to Section 38 and 39 of the Health Act, 2004.

1.2.2 To register for an Account or use the Site and Site Services, you must, and hereby represent that you: (a) are employed (directly or indirectly) or are a volunteer in the Irish health and social care services or are employed (directly or indirectly) or are a volunteer in administrative and support functions of Irish health and social care services; and (b) are either over 18 years of age or have the consent of your legal guardian to open such an Account.

1.3 ACCOUNT PROFILES

1.4 To register for an Account to join the Site, you must complete a profile (“**Profile**”). You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity, location or your skills, and to correct any such information that is or becomes false or misleading.

1.5 DISCRETION OF HSELAND IN RELATION TO ACCOUNTS

1.5.1 We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating or maintaining your Profile or Account, or HSeLanD reasonably believes that you are in any way involved in criminal, unethical or improper activities, or that you are using the Site or your Account in an improper or illegal way, or that you are acting in bad faith or failing to comply with these Terms. Such determination shall be completely at HSeLanD’s discretion.

1.6 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 authorized 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, HSeLanD may close any or all related Accounts.

1.7 IDENTITY AND LOCATION VERIFICATION

1.8 When you register for an Account and from time to time thereafter, in certain circumstances, your Account may be subject to verification, including, but not limited to, profile validation against third-party databases that confirm your date of birth and your employee number on HSElanD. You authorize HSElanD, directly or through third parties, to make any inquiries necessary to validate your profile, subject to applicable law. When requested, you must timely provide us with complete information about yourself.

1.9 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You should only create and maintain one Account. Failure to comply creates duplication within the Site and you will not have a single complete learning record. You authorize HSElanD to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms. Support for retrieval of usernames and passwords is available through the "Get help" link in the HSElanD footer.

2. PURPOSE OF SITE AND SERVICES

2.1 HSElanD is used to provide online access to a broad range of learning resources for staff who are employed in the Irish health and social care services. HSElanD is available to all employees across the health and social care sector including those who work in the voluntary/NGO sectors and in other arrangements pursuant to Sections 38 and 39 of the Health Act, 2004. It is available to 120,000 licensed users - health and social care staff.

2.2 HSElanD provides a central source of high quality online learning and development opportunities (the "**Content**") for staff to:

- (a) develop new personal and professional skills
- (b) update and refresh existing skills; and
- (c) take responsibility for their own learning interventions.

2.3 The portal is supported by a range of technology including:

- (a) eLearning;
- (b) social learning;
- (c) learning hubs;
- (d) portfolio & professional development applications
- (e) authoring capabilities; and
- (f) an extended Learning Management System for learning enrolment, tracking, reporting and certification.

2.4 Subject to the Terms, HSeLanD provides the Site Services to Users, including hosting and maintaining the Site.

3. **HSELAND CONFIDENTIAL INFORMATION**

3.1 To the extent that any User has access to any information which is proprietary or confidential to HSeLanD ("**Confidential Information**"), they shall hold such Confidential Information in confidence and, unless required by law, not make such Confidential Information available to any third party, or use such Confidential Information for any purpose other than the implementation of these Terms. Each User shall take all reasonable steps to ensure that Confidential Information to which they have access is not disclosed or distributed by their employees or agents in violation of the terms of this Clause.

3.2 Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the User; (ii) was in the User's lawful possession before the disclosure; (iii) is lawfully disclosed to the User by a third party without restriction on disclosure; (iv) is independently developed by the User, which independent development can be shown by written evidence; or (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

4. **WARRANTY DISCLAIMER**

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, AND ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. HSELAND MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, SERVICES IN RESPECT OF WHICH INFORMATION IS EXCHANGED VIA THE SITE, OR ANY ACTIVITIES OR ITEMS RELATED TO THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT APPLICABLE, HSELAND DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

5. **LIMITATION OF LIABILITY**

5.1 HSeLanD is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms, including, but not limited to:

5.1.1 your use of or your inability to use our Site or Site Services;

5.1.2 delays or disruptions in our Site or Site Services;

5.1.3 viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;

5.1.4 glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;

5.1.5 damage to your hardware device from the use of the Site or Site Services;

5.1.6 the content, actions, or inactions of third parties' use of the Site or Site Services;

5.1.7 a suspension or other action taken with respect to your Account;

5.1.8 metrics found on, used on, or made available through the Site; and

5.1.9 your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms of Service.

5.2 ADDITIONALLY, IN NO EVENT WILL HSELAND, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF HSELAND, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY CUSTOMER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED [EUR 500]¹. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

6. INDEMNIFICATION

6.1 You hereby indemnify, defend, and hold harmless HSeLanD, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents; (b) failure to comply with the Terms by you or your agents; (c) failure to comply with applicable law by you or your agents; (d) negligence, wilful misconduct, or fraud by you or your agents; and (e) defamation, libel, violation of privacy and or data protection rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For the purposes of this Clause 6, “your agents” includes any person who has apparent authority to access or use your Account demonstrated by using your username and password.

6.2 “**Indemnified Claim**” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other individual against an Indemnified Party.

6.3 “**Indemnified Liability**” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other individual.

7. TERM AND TERMINATION

7.1 TERMINATION

7.1.1 Unless both you and HSeLanD 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. Deletion of a User’s Account constitutes termination of these Terms in respect of such User (subject to Clause 7.3 of these Terms). 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.

7.1.2 Without limiting HSeLanD’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

¹ To be confirmed. The €500 figure is a typical value used in similar clauses.

if: (i) you breach any terms and conditions of these Terms; (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 HSeLanD or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. 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 HSeLanD's prior written consent.

7.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that any closure of your Account may involve deletion of any content stored in your Account for which HSeLanD will have no liability whatsoever. HSeLanD, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

7.3 SURVIVAL

After these Terms terminate, the parts of these Terms that expressly or by their nature contemplate performance after these Terms terminate or expire will survive and continue in full force and effect. For example, the dispute resolution provisions, protecting intellectual property, indemnification, limitations of liability, disclaimers and waivers, each, by their nature, contemplate performance or observance after these Terms terminate. Without limiting any other provisions of the Terms, the termination or expiry of these Terms for any reason will not release you or HSeLanD from any obligations incurred prior to termination of these Terms or that thereafter may accrue in respect of any act or omission prior to such termination.

8. GENERAL

8.1 FORCE MAJEURE

HSeLanD shall have no liability to any User under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the HSeLanD or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Users are notified of such an event and its expected duration.

8.2 CONFLICT

If there is an inconsistency between any of the provisions in the main body of these Terms and the Appendices, the provisions in the main body of these Terms shall prevail.

8.3 WAIVER

No failure or delay by HSeLanD 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.

8.4 RIGHTS AND REMEDIES

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

8.5 SEVERANCE

If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of these Terms.

8.6 ENTIRE AGREEMENT

8.6.1 These Terms, and any documents referred to herein, constitute the whole agreement between HSeLanD and the User and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

8.6.2 The User acknowledges and agrees that in agreeing to these Terms, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person relating to the subject matter of these Terms, other than as expressly set out in these Terms.

8.7 ASSIGNMENT

8.7.1 The User shall not, without the prior written consent of HSeLanD, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

8.7.2 HSeLanD may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

8.8 NO PARTNERSHIP OR AGENCY

Nothing in these Terms is intended to or shall operate to create a partnership between HSeLanD and any User, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

8.9 NOTICES

8.9.1 Any notice required to be given under these Terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in these Terms or in a User's Profile/Account, or such other address as may have been notified by that party for such purposes, or sent by email to the party's email address as set out in these Terms or in a User's Profile/Account, or sent via the Site.

8.9.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of

post. A notice sent by email or sent via the Site shall be deemed to have been received at the time of transmission.

8.10 GOVERNING LAW

These Terms 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.

8.11 JURISDICTION

HSeLand and each User irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

9. DEFINITIONS

9.1 **“Services”, “Site”, “Site Services”, “User”, “Individual User”, “Employer User” and “Effective Date”**: have the meanings given in the introductory Section the Terms.

9.2 **“Account”**: has the meaning given in Clause 1.1.1 of the Terms.

9.3 **“Affiliates”**: any entity that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with HSeLand.

9.4 **“Business Day”**: a day on which banks are generally open for business in Dublin, Ireland.

9.5 **“Control”**: a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **“Controls”** and **“Controlled”** shall be interpreted accordingly.

9.6 **“Data Protection Legislation”**: means the Data Protection Acts 1988 to 2018, GDPR, and any other applicable law or regulation relating to the Processing of Personal Data and to privacy (including the E-Privacy Directive 2002/58/EC and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (**“E-Privacy Regulations”**)), as such legislation shall be supplemented, amended, revised or replaced from time to time.

9.7 **“GDPR”**: means the General Data Protection Regulation (EU) 2016/679.

9.8 **“Intellectual Property Rights”**: any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, trade secrets, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions, and **“Intellectual Property”** shall be interpreted accordingly.

- 9.9 **“Licence”**: has the meaning given to such term in Clause 1.1 of Appendix 2 of the Terms (SaaS Licence Terms).
- 9.10 **“Personal Data”**: has the meaning set out in GDPR and relates only to personal data, or any part of such personal data, in respect of which You are the Controller, and in respect of which We are the Processor.
- 9.11 **“Profile”**; has the meaning given in Clause 1.4 of the Terms.
- 9.12 **“Software”**: has the meaning given to such term in Clause 1.1 of Appendix 2 of the Terms (SaaS Licence Terms).
- 9.13 **“Substantial Change”**: a change to the provisions of the Terms which reduces your rights or increases your responsibilities.
- 9.14 **“User”**: has the meaning given to such term in the introduction to the Terms.
- 9.15 **“User Content”**: any comments, remarks, materials, data, feedback, blog posts, content, text, personal research, photographs, images or other information that you or any User post to any part of the Site or provide to HSeLanD, including such information that is posted as a result of questions.

APPENDIX 1 – SITE TERMS OF USE

Defined terms and expressions used herein shall have the meanings given to such terms and expressions in Clause 9 of the Terms.

1. HSELAND’S PROVISION OF THE SITE AND LIMITED SITE LICENSE

1.1 HSeLanD grants you a limited license to access the Site and Site Services. This license is subject to and conditioned on compliance with these Terms.

1.2 We try to keep our Site and the Site Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. In fact, we might even stop providing the Site or Site Services completely or stop providing certain features without notice.

2. HSELAND’S INTELLECTUAL PROPERTY

2.1 HSeLanD and our licensors retain all right, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Site Services. The HSeLanD logos and names may be registered or unregistered. All other product names, company names, marks, logos, and symbols on the Site or Site Services may be the trademarks of their respective owners.

2.2 Nothing in the Terms grants you a right to use any HSeLanD Intellectual Property Rights relating to the Site or Site Services.

3. USER CONTENT AND INTELLECTUAL PROPERTY

3.1 When you post User Content on the Site or through the Site Services, you understand and acknowledge that you are solely responsible for such User Content and will comply with all intellectual property laws. Further, you represent and warrant that you have the right, power, and authority to (a) post that User Content without violating the rights of third parties, and (b) grant the licenses specified below.

3.2 You acknowledge and agree that the poster of User Content, and not HSELanD, is responsible for any User Content including any harms caused to you, another User, or a third party by such User Content.

3.3 You will indemnify, defend, and hold harmless HSELanD, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party relating to or arising out of any User Content you post.

4. YOUR RIGHTS AND LICENSE TO HSELAND

5. You retain all ownership rights in any User Content you post on the Site. To the extent permitted by applicable law, you also grant to HSELanD and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your details as contained in your User Content, in whole or in part, and in any form, media, or

technology, whether now known or hereafter developed, for use in connection with the Site and HSeLanD's, our successors' and Affiliates' businesses, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User and each Site Visitor a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, and display such User Content to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of the Terms, and applicable law.

6. **YOUR COMMENTS AND IDEAS**

You may submit comments or ideas about the Site and Site Services, including without limitation about how to improve the Site or Site Services (collectively, "**Ideas**"). By submitting any Ideas, you agree that: (a) your disclosure is voluntary, gratuitous, unsolicited, and without restriction and will not place HSeLanD under any fiduciary or other obligation, (b) your Ideas do not contain the confidential or proprietary information of third parties, and (c) you grant us a perpetual and royalty-free license to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission, HSeLanD does not waive any rights to use similar or related ideas, including those known or developed by HSeLanD or obtained from sources other than you.

7. **THIRD-PARTY INTELLECTUAL PROPERTY**

- 7.1 Any information or content expressed or made available by a third party or any other User is that of the respective author(s) or distributor(s) and not of HSeLanD. HSeLanD neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than HSeLanD's authorized agents acting in their official capacities.
- 7.2 The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites or applications are owned and operated by the third parties and/or their licensors. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application. You use the links and third-party websites at your own risk and agree that your use of an application or third-party website accessed via the Site is on an "as is" and "as available" basis without any warranty for any purpose.
- 7.3 You may not use the Site to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third party Intellectual Property Rights.
- 7.4 You will indemnify, defend, and hold harmless HSeLanD, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other individual against an Indemnified Party relating to or arising out of breach by you of third party Intellectual Property Rights.

8. **PERMITTED SITE USES**

8.1 HSeLanD offers the Site and Site Services for the purposes set out in the Terms only and not for any other purpose. HSeLanD makes the Site and Site Services available for employees and volunteers across the health and social care sector including those who work in the voluntary/NGO sectors and in other arrangements pursuant to Sections 38 and 39 of the Health Act, 2004. While we try to ensure that any information we post is both timely and accurate, errors may appear from time to time. We do not make any representations or warranties with respect to any information that is posted on the Site by us or anyone else.

8.2 In no event should any content be relied on or construed as commercial, financial, tax or legal advice or otherwise. You should independently verify the accuracy of any content.

9. **PROHIBITED SITE USES**

9.1 You may not use, or encourage, promote, facilitate, instruct or induce others to use, the Site or Site Services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

9.2 The following are examples of uses that are prohibited on the Site or when using the Site Services: seeking, offering, promoting, or endorsing and services, content, or activities that:

9.2.1 are defamatory, illegal, profane, vulgar, threatening, unlawfully discriminatory, illegal, pornographic, obscene, or sexually explicit in nature;

9.2.2 would violate the Intellectual Property Rights, such as and including copyrights and trade secrets, of another person, entity, service, product, or website;

9.2.3 would violate (a) the Terms, or (b) the terms of service of another website or any similar contractual obligations;

9.2.4 regard the creation, publication, distribution of “fake news”, “hoax news” or similar false content purposefully intended to mislead readers for financial or other gain;

9.2.5 regard or promote in any way any escort services, prostitution, or sexual acts;

9.2.6 fraudulent or misleading uses or content, including: (i) falsifying or manipulating or attempting to falsify or manipulate records; (ii) misrepresenting your experience, skills, or information, including by representing another person’s profile, or parts of another person’s profile, as your own; (iii) using a profile photo that misrepresents your identity or represents you as someone else; (iv) impersonating any person or entity, including, but not limited to, a HSeLanD representative, forum leader, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; (v) falsely attributing statements to any HSeLanD representative, forum leader, guide or host; (vi) falsely stating or implying a relationship with HSeLanD or with another company with whom you do not have a relationship; or (vii) allowing another person to use your Account;

9.2.7 posting Personal Data concerning another person without a valid legal basis to do so under Data Protection Legislation, or collecting or harvesting any Personal Data, including Account names, from the Site;

- 9.2.8 spamming other individuals with proposals or invitations or posting the product/service multiple times so that more than one version remains active at a given time;
- 9.2.9 making or demanding bribes or other payments without the intention of providing products/services in exchange for the payment;
- 9.2.10 requesting or demanding free products/services;
- 9.2.11 duplicating or sharing accounts;
- 9.2.12 selling, trading, or giving an account to another person without HSeLanD's consent;
- 9.2.13 conduct or actions that could jeopardize the integrity of or circumvent the Site, Site Services or HSeLanD's proprietary information, including: (i) interfering or attempting to interfere with the proper operation of the Site or Site Services or any activities conducted on the Site; (ii) bypassing any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (iii) attempting to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Site; (iv) using any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission, or (v) attempting to or interfering with or compromising the system integrity or security or deciphering any transmissions to or from the servers running the Site;
- 9.2.14 attempting to or imposing an unreasonable or disproportionately large load (as determined in HSeLanD's sole discretion) on the Site's infrastructure;
- 9.2.15 introducing any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site that is designed to or known to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Site or any software, firmware, hardware, computer system, or network of HSeLanD or any third party;
- 9.2.16 accessing or attempting to access the Site or Site Services by any means or technology other than the interface provided;
- 9.2.17 framing or linking to the Site or Site Services except as permitted in writing by HSeLanD;
- 9.2.18 attempting to or actually reverse engineering, modifying, adapting, translating, preparing derivative works from, decompiling, interfering with the operation of, or otherwise attempting to derive source code from any part of the Site or Site Services unless expressly permitted by applicable law or HSeLanD; or
- 9.2.19 accessing or using the Site or Site Services to build a similar service or application, or publish any performance or any benchmark test or analysis relating to the Site.

10. **ENFORCEMENT**

We reserve the right, but do not assume the obligation, to investigate any potential violation of these Site Terms of Use and to remove, disable access to, or modify any content on the Site if we determine, in our sole discretion, that such is objectionable. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or

similar breaches. We do not guarantee that we will take action against all breaches of these Terms.

11. REPORTING AND CORRECTING VIOLATIONS

If you become aware of any violation of these Site Terms of Use, you must immediately report it to HSeLanD. You agree to assist us with any investigation we undertake and to take any remedial steps we require in order to correct a violation of these Site Terms of Use.

APPENDIX 2 - SAAS LICENCE TERMS

Defined terms and expressions used herein shall have the meanings given to such terms and expressions in Clause 9 of the Terms.

1. **CONDITIONAL LICENSE.**

1.1 **License Grant:**

Subject to your compliance with the terms and conditions of this User licence agreement ("**Licence**"), HSeLanD grants you a non-exclusive, non-transferable right to use the HSeLanD software contained in and used to operate the Site and Services (the "**Software**"), solely in connection with your use of the Site and Services.

1.2 **Restrictions on Use:**

You agree not to modify, display, adapt, translate, loan, distribute, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software. You may not publish, redistribute, sublicense or sell the Software or any information or material associated with the Software. You may not rent, lease or otherwise transfer your rights to the Software. You may not use the Software in any manner that could damage, disable, overburden or impair the Site, nor may you use the Software in any manner that could interfere with any other party's use and enjoyment of the Site. You agree that you will use the Software for lawful purposes and only in compliance with all applicable laws, including but not limited to copyright and other Intellectual Property laws. In addition, you shall not perform, nor release the results of any testing of the Software to any third party without the prior written consent of HSeLanD. You also agree not to remove, obscure, or alter any copyright notice, trademarks or other proprietary rights notices contained within or accessed in conjunction with or through the Software.

1.3 **Intellectual Property Rights:**

The Software is licensed, not sold, to you for use pursuant to the terms of this Licence. All rights not expressly granted to you are reserved to HSeLanD or its licensors or third party providers. You acknowledge that HSeLanD or its licensors or third party providers own all rights, title and interest, including without limitation all Intellectual Property Rights, in and to the Software, portions thereof, or any information or material provided through or in conjunction with the Software. Your rights to use the Software shall be limited to those expressly granted in this Clause 1. All rights not expressly granted to you are reserved by HSeLanD, its licensors or third party providers.

2. **DISCLAIMER OF WARRANTIES.**

2.1 **"As Is"; No Warranty:**

THE SOFTWARE IS PROVIDED BY HSELAND AND ANY OF OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS "AS IS," WITH NO WARRANTIES WHATSOEVER. HSELAND EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE SOFTWARE MAY NOT BE FREE OF ERRORS. THE SOFTWARE IS PROVIDED WITH ALL FAULTS AND

THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. HSELAND DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SOFTWARE.

2.2 Survival of Disclaimer:

The provisions of this Clause 2 and of Clause 3 shall survive the termination of this Licence, but this shall not imply or create any continued right to use the Software after termination of this Licence.

3. LIMITATION OF LIABILITY

3.1 Consequential losses

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL HSELAND, OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO ANY CUSTOMER ON ACCOUNT OF THAT CUSTOMER'S USE OR MISUSE OF THE SOFTWARE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (EVEN IF HSELAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE, FROM THE PERFORMANCE OR MISPERFORMANCE OF THE SOFTWARE, FROM INABILITY TO USE THE SOFTWARE, OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION OF THE SOFTWARE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

3.2 Damages Cap:

HSELAND'S TOTAL LIABILITY UNDER THIS LICENCE SHALL BE CAPPED IN ACCORDANCE WITH THE LIMITATION ON LIABILITY PROVISIONS IN CLAUSE 5 OF THE TERMS.

4. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless HSeLanD and its subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Software or its features, any alleged violation of this Licence, or any alleged violation of any applicable law or regulation. HSeLanD reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, but doing so shall not excuse your indemnity obligations.

5. NO NOTICE OF UPDATES.

HSeLanD reserves the right to modify or change this Licence from time to time without notice to you. The latest version will be available on the Site. HSeLanD also may update or modify the Software from time to time at its discretion. Your election to continue use of the Software, after the date of posting of these modifications to the Licence or to the Software constitutes

acceptance of those modifications. If you do not agree with the modifications, do not use the Software.

APPENDIX 3 – DATA SHARING TERMS

1. DEFINITIONS

- 1.1 In addition to the definitions in Clause 9 of the Terms (as applicable), the following definitions and rules of interpretation apply in these terms (the “**Data Sharing Terms**”).

Agreed Purpose: the provision and use of the Services.

Controller: has the meaning given to such term in GDPR.

Data: any data or information, in whatever form, including but not limited to images, still and moving, and sound recordings.

Data Protection Legislation: means the Data Protection Acts 1988 to 2018, GDPR, and any other applicable law or regulation relating to the Processing of Personal Data and to privacy (including the E-Privacy Directive 2002/58/EC and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (“**E-Privacy Regulations**”), as such legislation shall be supplemented, amended, revised or replaced from time to time.

Data Subject: an individual who is the subject of Personal Data (including any individual User).

Delete: to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.

DPC: Data Protection Commission, Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23, Ireland.

EEA: European Economic Area.

GDPR: General Data Protection Regulation (EU) 2016/679.

Personal Data: has the meaning set out in GDPR and relates only to personal data, or any part of such personal data, in respect of which You are the Controller, and in respect of which We are the Processor.

Processor: has the meaning given to such term in GDPR.

Processing: has the meaning given to such term in GDPR, and **Processed** and **Process** shall be interpreted accordingly.

Restricted Transfer: any transfer of Personal Data to countries outside of the EEA which are not subject to an adequacy decision by the European Commission, where such transfer would be prohibited by Data Protection Legislation.

Services: has the meaning given in the Terms.

Standard Contractual Clauses: the contractual clauses dealing with the transfer of Personal Data outside the EEA, which have been approved by (i) the European Commission under Data Protection Legislation, or (ii) by the DPC or an equivalent competent authority under Data Protection Legislation.

User Uploaded Personal Data: has the meaning set out in Clause 2.2 below.

Your Data: has the meaning set out in Clause 2.1 below.

2. STATUS OF HSELAND

- 2.1 You must register for an Account in order to use the Service. The registration process asks for: (i) basic information, such as your name (including name prefix or title) and your date of birth; (ii) contact information, such as your email address; (iii) technical and browser related information, such as information from your visits to our Site, failed password attempts or in relation to materials and communications we send to you electronically; (iv) identification, location and background information provided by you, including vetting (as applicable); (v) employment information, such as your employee number, your professional body membership details, the department or county in which you work, your NMBI pin, your professional goals and your employment grade; (vi) login details, such as your security question & answer, your

username and your Account ID, or (ix) any other information relating to you which you may provide to us. This information is known as “**Your Data**” as referred to in our Privacy Policy.

2.2 Your Data is separate from and should be distinguished from “User Uploaded Personal Data”. “**User Uploaded Personal Data**” is any Personal Data which is uploaded by you or others through your Account/your use of the Service, and may be any information, data or materials provided or utilized by you or others in connection with the Service, including Personal Data uploaded to discussion forums made available by HSElanD. User Uploaded Personal Data may include, without limitation, names, addresses or personal details of other Users of the Service or any other Data Subjects, as the case may be. HSElanD and you are joint Controllers in respect of User Uploaded Personal Data. These Data Sharing Terms deal with each Party’s Processing of User Uploaded Personal Data (and not Your Data).

3. **PARTIES ACTING AS JOINT CONTROLLERS IN RELATION TO USER UPLOADED PERSONAL DATA**

3.1 The Parties shall ensure that they each have a valid legal basis to Process the User Uploaded Personal Data for the Agreed Purpose pursuant to Data Protection Legislation.

3.1 Each Party shall be responsible, as joint Controller, for its own Processing of User Uploaded Personal Data, which means that the Parties jointly determine the purposes and means of Processing of the User Uploaded Personal Data. Each Party must fully comply with its respective obligations as a joint Controller under Data Protection Legislation in respect of the User Uploaded Personal Data. These Data Sharing Terms constitute the Parties’ joint controller arrangement referred to in Article 26 of GDPR.

3.2 Neither Party shall be construed as a Processor in relation to the other Party, unless the conditions for processing of the User Uploaded Personal Data change so that one Party Processes Personal Data on behalf of and on the instructions of the other Party.

3.3 The Parties shall not be construed as independent Controllers in respect of User Uploaded Personal Data unless the conditions for Processing of the User Uploaded Personal Data change so that the Parties independently of one another determine the purposes and means of Processing the User Uploaded Personal Data. If either Party Processes User Uploaded Personal Data for any purpose other than the Agreed Purpose, it shall do so as an independent Data Controller.

3.4 The Parties will inform one another as soon as possible of any requests from Data Subjects (or their parents) regarding access to, portability, rectification or erasure of User Uploaded Personal Data, or restriction of or objection to the Processing of User Uploaded Personal Data for the Agreed Purpose. Each Party shall, to the extent that such a request affects the Processing of User Uploaded Personal Data by the other Party, provide reasonable assistance to the other Party to enable compliance with Data Protection Legislation. Notwithstanding the foregoing, the each Party shall remain responsible itself, in respect of User Uploaded Personal Data held by it, for dealing with requests received by it from Data Subjects (or their parents) who are exercising their rights in respect of such User Uploaded Personal Data. Each Party may inform Data Subjects making any such requests that the other Party may also hold Personal Data relating to that Data Subject, and the other Party shall then deal with any request made directly to it by Data Subjects.

3.5 Each Party shall take full responsibility for complying with their obligations to provide information to Data Subjects, as set out in Articles 13, 14 and 26(1) and (2) of GDPR.

- 3.6 Each Party shall notify the other immediately if it becomes aware of, or suspects: (i) any breach of these Data Sharing Terms; or (ii) a Personal Data Breach which is likely to affect or invoke the other's obligations under Data Protection Legislation, or (iii) any situation or envisaged development that shall in any way influence, change or limit the Processing of the User Uploaded Personal Data for the Agreed Purpose. Each Party shall document all Personal Data Breaches in accordance with Data Protection Legislation and fully cooperate with the other Party to ensure compliance with Data Protection Legislation. Each Party shall use reasonable endeavours to mitigate any damage suffered by a Data Subject in these circumstances.
- 3.7 Each Party (the "**Indemnifying Party**") hereby indemnifies the other Party (the "**Indemnified Party**") against all claims, liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnified Party arising out of or in connection with any breach by the Indemnifying Party (or any of its employees/agents/sub-contractors) of any terms of these Data Sharing Terms, or its obligations under Data Protection Legislation, or any use by the Indemnifying Party of the User Uploaded Personal Data.
- 3.1 Nothing in these Data Sharing Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 3.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3.3 These Data Sharing Terms shall be governed by and construed in accordance with the laws of Ireland, and shall be subject to the exclusive jurisdiction of the Irish courts.