

# Terms and Conditions of Website Use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website <u>http://www.angelman.ie/</u> (the "**Site**"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the Site. By using our Site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our Site. Angelman Syndrome Ireland Limited may revise these Terms and Conditions at any time by updating this posting. You agree to visit this page periodically to review the Terms and Conditions, because they are binding on you and each time you use the Site you agree to be bound by the current terms and conditions.

#### **1.** INFORMATION ABOUT US

The Site is operated by Angelman Syndrome Ireland Limited ("**we**" or "**us**"). We are a company limited by guarantee, without a share capital, registered in Ireland under company number 506106, with our registered office at Ecka House, Old Road, Tuam, Co. Galway. The Site is financed entirely by Angelman Syndrome Ireland Limited through voluntary contributions and receives no other external funding or sponsorship.

#### 2. ACCESSING OUR SITE

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or our entire Site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our Site, you must comply with the provisions of our Acceptable Use Policy as set out on the Site. You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

## **3.** INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 4. **Reliance on information posted**

This Site aims to promote dialogue on matters concerning Angelman Syndrome in Ireland. However, the comments, opinions and views expressed in portions of this Site, do not necessarily represent the views of Angelman Syndrome Ireland Limited nor its Board of Directors or its patrons.

The Site contains content which is appropriate for use in Ireland. We make no representation that the Site's content is appropriate or available for use in other locations, and access to the content from territories where it is unlawful is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

The information provided on the Site does not relate to individual persons and therefore it does not seek to replace the advice of trained medical practitioners. This Site and its health-related information and resources are not intended to be a substitute for professional doctor/patient face to face diagnosis or medical advice. Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. You should not disregard your own healthcare professional's opinion, or delay in seeking such an opinion, because of something you read or anticipate reading in this Site. We are not responsible any injury, loss, damage or expense incurred by any individual as a result either directly or indirectly of any information published on this Site, and disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

## 5. OUR SITE CHANGES REGULARLY

We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

## 6. OUR LIABILITY

The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy. While we take reasonable care in ensuring that the Site provides a useful free information resource about Angelman Syndrome in Ireland, the content may contain inaccuracies or typographical errors and we make no representations or warranties about the lawfulness, accuracy, reliability, completeness, or timeliness of the Content or about the results to be obtained from using the Site. The use of the Site is entirely at your own risk.

THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ANGELMAN SYNDROME IRELAND LIMITED, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OR TERMS OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, QUIET ENJOYMENT AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL ANGELMAN SYNDROME IRELAND LIMITED, ITS SUPPLIERS, OR AGENTS BE LIABLE (DIRECTLY OR INDIRECTLY) FOR ANY DAMAGES RESULTING FROM OR ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE THE SITE (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL AND CONSEQUENTIAL DAMAGES, LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL AND FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWEVER ARISING) AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

You acknowledge and agree that the limitations set forth above are fundamental elements of this agreement and the Site would not be provided to you in the absence of such limitations.

### 7. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

### 8. UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site. We have the right to remove any material or posting you make on our Site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

Any material you upload to our Site, included but not limited to any photographs will be considered nonconfidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

## 9. VIRUSES, HACKING AND OTHER OFFENCES

You agree not to cause or permit the Site to be used so as to jeopardise or prejudice the operation, quality or integrity of the Site or the operation, quality or integrity of any telecommunications network. You agree not to knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

## **10.** LINKING TO OUR SITE

You may link to our home page using the words "Angelman Syndrome Ireland", provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. You can not link to us if you publish information on your website which may bring Angelman Syndrome Ireland Limited's name, logo or reputation into disrepute, or which may be considered to be obscene, defamatory, harassing, offensive or malicious, or which presents any false information about Angelman Syndrome Ireland Limited.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website

from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of material on our Site other than that set out above, please address your request to <u>admin@angelmansyndrome.ie</u>.

#### **11. LINKS FROM OUR SITE**

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only and not as an endorsement by us of the content on such third party sites. We have no control over the contents of those sites or resources, make no representations regarding the accuracy of their content and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third party websites.

#### 12. JURISDICTION AND APPLICABLE LAW

The Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site. 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 laws of Ireland. Without prejudice to the foregoing, we may seek provisional or protective relief in the courts of another State prior to, during or after any substantive proceedings have been instituted in Ireland and we may bring enforcement proceedings in another state on foot of an Irish judgement.

#### **13. VARIATIONS**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Site.

# 14. GENERAL

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

We may at any time and without liability modify, suspend or discontinue the Site or any of its content (or any part or specification thereof), with or without notice, for any valid technical, operational or commercial reasons.

These Terms and Conditions constitute the entire agreement between you and Angelman Syndrome Ireland Limited with respect to the use of the Site.

## **15. YOUR CONCERNS**

If you have any concerns about material which appears on our Site, please contact <u>admin@angelmansyndrome.ie</u>.

Thank you for visiting our website.