

Terms and Conditions of Use

This page states the Terms and Conditions under which you may use the website ispcc.ie (the “Site”). Please read these Terms and Conditions carefully. If you do not accept the Terms and Conditions stated here, do not use the Site.

This Site is operated from Ireland by the:

Irish Society for the Prevention of Cruelty to Children (the “ISPCC”)

An Irish registered charity:

Charity Number CHY5102

With its registered office at:

Unit 3, Block 3, Harbour Square, Crofton Road, Dun Laoghaire, Dublin.

The ISPCC 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.

Information on the Site:

This Site aims to empower and support children by providing support and information. However, the comments, opinions and views expressed on this Site do not necessarily represent the views of the ISPCC, the Board of directors nor its patrons. The information provided on the Site does not seek to replace the advice of trained professionals. This Site is not intended to be a substitute for professional advice.

You should not disregard your own professional adviser’s opinion, or delay in seeking such an opinion, because of something you read or anticipate reading in this Site. The ISPCC is not responsible for any injury, loss, damage or expense incurred by any individual as a result either directly or indirectly of any information published on this Site.

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.

Terms and Conditions of Use

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You agree not to use the Site or cause or permit any Materials to be used:

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- for any commercial purpose including any surveys, contests or pyramid schemes, nor to use the Site to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;
- to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
- contrary to the terms and conditions of any Internet Service Provider whose services you may use.

The ISPCC reserves the right to expel visitors to the Site and prevent their further access to the Site for violating these Terms and Conditions or the law. The ISPCC also reserves the right to remove communications which are in its view abusive, illegal, or disruptive.

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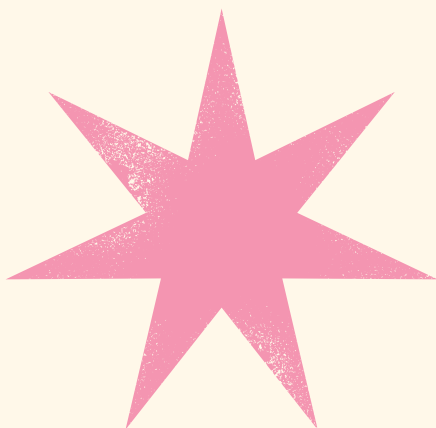
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The ISPCC does not warrant that the Site will operate error-free or that the Site and its servers are free of computer viruses or other harmful elements. The Site and Material are provided on an "as is" basis without any warranties of any kind. The ISPCC, 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 any warranty of fitness for particular purpose.

The ISPCC shall not be liable, and shall not otherwise be deemed to be in breach of these Terms and Conditions of Use, for any failure to perform (or delay in performing) any of its obligations hereunder caused by circumstances beyond its reasonable control.

Disclaimer of Consequential Damages:

In no event shall the ISPCC or any third parties mentioned on the Site be liable for any damages whatsoever (including, without limitation, incidental, punitive, exemplary, special and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Site and/or the Material, whether based on statute, contract, tort (including negligence), or any other legal cause, and whether or not the ISPCC is advised of the possibility of such damages.





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The ISPCC generally welcomes the hyper-linking to the Site from other appropriate Web Sites provided such links are to the Site's homepage (and no deeper within the Site) and provided the ISPCC gives its consent to the establishment of such links.

Notwithstanding the foregoing, the ISPCC reserves the absolute right to refuse to consent to such links without giving reasons. Any links to the Site from another Web Site must be presented in such a manner that the viewing of the Site is not impaired by framing or similar techniques that may impair the visitor's user experience.

General:

Any disputes, claims or proceedings arising out of or in any way relating to the Materials or the Site shall be governed by the laws of Ireland. The Irish Courts shall have exclusive jurisdiction for the purpose of any proceedings arising out of or in any way relating to the Materials or the Site.

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.

The ISPCC may at any time and without liability modify, suspend or discontinue the Site or any Materials (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 the ISPCC with respect to the use of the Site.