

# RCSI'S Postgraduate Examinations Application System

## Terms of use

### **GENERAL**

RCSI's Postgraduate Examinations Application System is owned and operated by RCSI, with an address at 123 St. Stephen's Green, Dublin 2.

Your use of the system and the information on this system is subject to our terms and conditions of use which we have set out below (the "Terms"), and by accessing and using RCSI's Postgraduate Examinations Application System you agree, and you are signifying your agreement, that you have read, understood and agree to be bound by and subject to the Terms. Please ensure that you read the Terms carefully and in their entirety. **IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THIS ONLINE APPLICATION TOOL.**

### **PERMITTED USE OF RCSI'S ONLINE APPLICATION SYSTEM**

The purpose of RCSI's Postgraduate Examinations Application System is to facilitate the electronic submission of Online Applications and supporting documentation for the purposes of applying online for examinations.

If you decide to rely on any of the information on RCSI's Postgraduate Examinations Application System, you do so at your own risk. Your use or reliance on content placed or submitted to this Portal is entirely at your own risk and to the greatest extent permitted by law, you hereby waive all rights and claims that you may have against us, or other providers of information in respect of such content and/or your or any third party's use and/or reliance on it.

We cannot guarantee that the information published on RCSI's Postgraduate Examinations Application System is error free and therefore you acknowledge that the information available on or through this system may include inaccuracies or typographical errors, despite our efforts to make sure this is not so. RCSI's Postgraduate Examinations Application System disclaims all liability for any errors relating to the information.

You acknowledge that RCSI's Postgraduate Examinations Application System has been specifically designed for use in the Republic of Ireland, and you agree not to use or access it in and from jurisdictions in which it or its contents are restricted or prohibited by local law.

### **APPLICATION**

You represent and warrant that the information you provide about yourself when you make application to Postgraduate Examinations Application System is true, accurate and up-to-date.

RCSI's Postgraduate Examinations Application System may, at its absolute discretion, refuse to accept your application and/ or terminate your application without prior notice at its sole discretion.

### **LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, neither RCSI nor any of its officers, directors, employees, agents, partners, licensors, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your use of RCSI's Postgraduate Examinations Online Application System. Any other content offered on, through or from RCSI's Postgraduate Examinations Application System including, but not limited to, direct, indirect, incidental, special or consequential loss or damages, loss of data, loss of income, profit or opportunity, loss of or damage to property and claims of third parties, even if RCSI has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable. In no event shall RCSI nor any of its officers, directors, agents, employees, affiliates

or other representatives be liable for any loss or damages whatsoever resulting from the statements or conduct of any third party or the interruption, suspension or termination RCSI's Postgraduate Examinations Application System, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

Without limiting the foregoing, under no circumstances shall RCSI or any of its officers, directors, agents, employees, affiliates or other representatives be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, typographical errors, internet failure, computer equipment failures, telecommunication failures, other equipment failures, electrical power failures, strikes, lay-way disputes, riots, interactions, civil disturbances, shortages of labour or materials, fires, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or the non-performance of a third party.

## **INDEMNITY**

You agree to defend, indemnify, keep indemnified and hold RCSI (and as applicable, its officers, directors, employees, agents, licensors, subsidiaries, affiliates, suppliers and any of our third party information service providers) harmless against any and all demands, losses, expenses, damages and costs, including legal costs, and claims made by or liabilities to any third party resulting from any activities resulting from your use or misuse of the system or otherwise arising out of your breach of these Terms.

## **USE OF RCSI'S POSTGRADUATE EXAMINATIONS APPLICATION SYSTEM**

You agree not to use RCSI's Postgraduate Examinations Application System or any of its facilities and/or services for any purpose that is unlawful or prohibited by these Terms including but not limited to:

1. any purpose that is fraudulent, unlawful or prohibited by these Terms;
2. copying, modifying, transmitting, displaying, distributing, performing, reproducing, licensing, publishing, creating derivative works from, transferring or selling any information contained on or forming part of this Portal, or otherwise using such content of the RCSI's Postgraduate Examinations Application System for resale, redistribution or for any other commercial use whatsoever;
3. accessing or using the RCSI's Postgraduate Examinations Application System in and from jurisdictions which restricts or prohibits same by local law;
4. accessing or using RCSI's Postgraduate Examinations Application System in any manner which could damage, disable, overload, flood, mail bomb, crash or impair RCSI's Postgraduate Examinations Application System or interfere with any other party's use and/or enjoyment of RCSI's Postgraduate Examinations Application System;
5. transmitting material which may cause harm to our or any other party's computer systems, including but not limited to any material which contains viruses, Trojan horses, worms, spyware, adware, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy or otherwise impair a computer's functionality or the operation of RCSI's Postgraduate Examinations Application System;
6. harassing, harming or abusing another person, or contacting, advertising, soliciting, selling to any other person without their prior written consent or transmitting or relaying spam, junk email or chain letters;
7. accessing data or materials not intended for your use; logging into a server or account which you are not authorised to access; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; or impersonating any person or entity, or falsely stating or otherwise misrepresenting their identity or affiliation in any way;
8. attempting to gain unauthorised access to RCSI's Postgraduate Examinations Application System, or any computer systems and networks connected to RCSI's Postgraduate Examinations Application System, through hacking, password miming or any other means; or

9. harvesting or otherwise collecting by any means any program material or information (including without limitation email address or details of other Users) from RCSI's Postgraduate Examinations Application System or monitoring, mirroring or copying any content of RCSI's Postgraduate Examinations Application System without the prior written consent of RCSI.

## **LINKS TO THIRD PARTY WEBSITES**

RCSI's Postgraduate Examinations Application System may contain links to third party websites. Your use of third party portals is subject to the terms and conditions of use contained within each of those websites. Access to and use of any other websites through RCSI's Postgraduate Examinations Application System is at your own risk. RCSI is not responsible or liable for the accuracy of any information, data, opinions, or statements made on third party portals or the security of any link or communication with those websites. RCSI reserves the right to terminate a link to a third party website at any time. The fact that RCSI provides a link to any third party website does not mean that RCSI endorses, authorises or sponsors that website, nor does it mean that RCSI is affiliated with the third party websites, owners or sponsors. RCSI provides these links merely as a convenience for those who use RCSI's Postgraduate Examinations Application System.

## **AVAILABILITY**

Although RCSI endeavours to ensure RCSI's Postgraduate Examinations Application System is available at all times, there may be occasions when interruption to RCSI's Postgraduate Examinations Application System may occur, e.g. to allow maintenance, upgrades and emergency repairs to take place, or due to failure of telecommunications links and equipment that are beyond RCSI's control. You agree that RCSI shall not be liable to you for any loss incurred by you resulting from your failure to access RCSI's Postgraduate Examinations Application System or from any modification, suspension or discontinuance of RCSI's Postgraduate Examinations Online Application System.

## **CHANGES IN TERMS AND CONDITIONS**

To the greatest extent permitted by applicable law, RCSI reserves the right to change the content, services, presentation, performance, user facilities and/or availability of any part of RCSI's Postgraduate Examinations Application System at its sole discretion, including these Terms from time to time. Please read these Terms prior to every visit that you pay to RCSI's Postgraduate Examinations Application System as the Terms are subject to change.

## **PRIVACY STATEMENT**

RCSI respects and protects the privacy of the individuals who access **RCSI'S POSTGRADUATE EXAMINATIONS APPLICATION SYSTEM**. For details of the type of information collected by RCSI's Postgraduate Examinations Application System, the uses for which the information collected by RCSI's Postgraduate Examinations Application System is used and the circumstances under which RCSI's Postgraduate Examinations Application System discloses information, please read the Privacy Statement which is hereby incorporated into and forms part of these Terms.

## **PROVISION OF INFORMATION**

Information sent over the internet cannot be guaranteed to be completely secure as it is subject to possible interception or loss or possible alteration. You understand and agree to assume the security risk for any information you provide using RCSI's Postgraduate Examinations Application System. We are not responsible for any information sent over the internet and will not be liable to you or anyone else for any damages or other loss incurred in connection with any information sent by you to us or any information sent by us to you over the internet.

## **JURISDICTION AND GOVERNING LAW**

RCSI's Postgraduate Examinations Application System is controlled and operated by RCSI from Ireland. In accessing RCSI's Postgraduate Examinations Online Application System, you do so at your own risk and on your own initiative, and are responsible for compliance with local laws, to the extent any local laws are applicable.

The Terms shall be governed by and construed in accordance with the laws of Ireland, and you hereby agree for the benefit of RCSI and without prejudice to the right of RCSI to take proceedings in relation to the Terms before any court of competent jurisdiction, that courts of Ireland shall have jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with these Terms, and for such purposes you irrevocably submit to the jurisdiction of such courts.

#### **WAIVER**

The failure of RCSI to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

#### **ENTIRE AGREEMENT**

You acknowledge that the Terms constitute the entire agreement between you and RCSI and govern your use of RCSI's Postgraduate Examinations Application System superseding any prior agreements between you and RCSI. In the case of inconsistencies between the Terms and information included in off-line materials, (e.g., promotional materials and flyers), the Terms will always prevail. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

#### **SUSPENSION/TERMINATION**

RCSI may at any time, without notice to you, suspend or terminate your access to RCSI's Postgraduate Examinations Application System, wholly or partially for any reason, including without limitation, where you are in breach of these Terms. If RCSI cannot verify or authenticate any information submitted to RCSI's Postgraduate Examinations Application System, or if for any reason RCSI suspends or discontinues RCSI's Postgraduate Examinations Application System RCSI reserves the right, at its sole discretion, to pursue all of its legal remedies upon breach by you of these Terms, including but not limited to deleting and discarding any data from RCSI's Postgraduate Examinations Application System and restricting your ability to access RCSI's Postgraduate Examinations Application System. Further, you agree that RCSI shall not be liable to you or any third party for any modification, termination or suspension of your access to RCSI's Postgraduate Examinations Application System provided through RCSI's Postgraduate Examinations Application System.

#### **COMPANY INFORMATION**

The Royal College of Surgeons  
123 St. Stephens Green  
Dublin 2