



RCSI's Online Application System

Terms of use

GENERAL

RCSI's online 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 online 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 online application system is to facilitate the electronic submission of online application system and supporting documentation for the purposes of applying online for course entry.

If you decide to rely on any of the information on RCSI's online 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 online 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 online application system disclaims all liability for any errors relating to the information.

You acknowledge that RCSI's online 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 applying or otherwise is true, accurate and up-to-date. RCSI's online 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 online application system. Any other content offered on, through or from RCSI's online 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 of RCSI's online 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 online application system

You agree not to use RCSI'S online 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:

- a) any purpose that is fraudulent, unlawful or prohibited by these Terms;
- b) 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 online application system for resale, redistribution or for any other commercial use whatsoever;
- c) accessing or using the RCSI's online application system in and from jurisdictions which restricts or prohibits same by local law;
- d) accessing or using RCSI's online application system in any manner which could damage, disable, overload, flood, mail bomb, crash or impair RCSI's online application system or interfere with any other party's use and/or enjoyment of RCSI's online application system;
- e) 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 online application system;
- f) 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;
- g) 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;
- h) attempting to gain unauthorised access RCSI's online application system, or any computer systems and networks connected to RCSI's online application system, through hacking, password miming or any other means; or
- i) 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 online application system or monitoring, mirroring or copying any content of RCSI's online application system without the prior written consent of RCSI.

Links to third party websites

RCSI's online application system contains 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 online 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 online application system.

Availability

Although RCSI endeavours to ensure RCSI's online application system is available at all times, there may be occasions when interruption to RCSI's online 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 online application system of from any modification, suspension or discontinuance of RCSI's 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 online application system at its sole discretion, including these Terms from time to time. Please read the Terms prior to every visit that you pay to RCSI's online application system as the Terms are subject to change.

Privacy Statement

RCSI respects and protects the privacy of the individuals who access RCSI's online application system. For full details of the type of information RCSI's online application system collects, how the online application system uses it and under what circumstances RCSI's online 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 online 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 online application system is controlled and operated by RCSI from Ireland. In accessing RCSI's 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 online 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 online 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 online application system, or if for any reason RCSI suspends or discontinues RCSI's online 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 Online Application System and restricting your ability to access RCSI's online 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 online application system provided through RCSI's online application system.

Company information

The Royal College of Surgeons in Ireland (RCSI)
123 St Stephens Green, Dublin 2