

**Policy Name:** Marino Institute of Education Website(s) Terms of Use

<b>Policy Title:</b>	Marino Institute of Education Website(s) Terms of Use
<b>Description:</b>	The following terms of use apply to your use of the Marino Institute of Education’s website and its virtual learning environment Moodle
<b>Author (Position):</b>	Director of IT & eLearning
<b>Version:</b>	1.1
<b>Approved By:</b>	MIE Governing Body
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<b>Date of Next Policy Review:</b>	June 2027 (or as necessary)

## Marino Institute of Education Website(s) Terms of Use

### 1. Introduction

- 1.1. The following terms of use (“Terms of Use”) apply to your use of the Marino Institute of Education’s (“MIE”, “we”, “us” and “our”) [website](#), and its virtual learning environment Moodle (collectively referred to as “websites”) and other MIE websites and platforms (e.g MS Teams, Panopto etc.) which are made available to you by MIE. We will process your personal data in accordance with our [Privacy Statement](#), [MIE Website Cookies Policy](#) and related policies.
- 1.2. You are solely responsible for your conduct and your content on the websites and compliance with this agreement. By registering for, using or browsing our websites, you acknowledge that you have read, understood, and agree to be bound by this agreement. The term "user", “you” and “your” refers to you. This agreement legally binds you and comprises a legal agreement between you and MIE. Please also note that this agreement contains terms which limit MIE’s liability to you.

### 2. Background

- 2.1. MIE is a teaching, learning and research community committed to promoting inclusion and excellence in education. It has a long and proud involvement with education, specifically initial teacher education (ITE), dating back over 100 years.
- 2.2. The academic mission and scope of MIE’s activity has been re-envisioned to encompass a deeper understanding of education in and beyond the classroom, to incorporate the continuum of teacher education and the education of specialist education practitioners at early years, primary and further education levels. This is allied with an ongoing commitment to education studies encompassing non-traditional education settings and the wider education environment in a pluralist context.

### 3. Acceptance

Please read these Terms of Use carefully. If you do not agree with it, you should leave the websites and discontinue use immediately.

### 4. Password

When you sign up for a MIE email account, you will be provided with a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to

use the account, username, or password of another student or colleague at any time or to disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account.

## **5. Communication at Your Own Risk**

Email and other methods of transmitting information over the internet are subject to interference or scrutiny by third parties and, as such, we cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with the user.

## **6. Information Purposes Only**

The general content of the websites is provided for information purposes only. The websites may be tampered with by unauthorised persons and accordingly, you should view the information provided as indicative only and subject to confirmation by our staff. Please contact us to obtain up-to-date information.

## **7. Variation of Agreement**

We may modify these Terms of Use from time to time without direct notice to you, and such modification shall be effective when we post our updated Terms of Use on the websites. You agree to be bound to any changes to these Terms of Use when you use the websites after any such modification is posted. It is therefore important that you review these Terms of Use regularly to ensure you are updated as to any changes.

## **8. Website Updates**

- 8.1. MIE aims to update its websites and content therein, regularly, and may change the content at any time. If the need arises, access to the websites may be suspended, or it may be closed indefinitely. Any of the material on the websites may be out of date at any given time, and MIE is under no obligation to update such material.
- 8.2. Your continued use of these websites signifies your acceptance of any revised Terms of Use.

## **9. Rights and Termination of Those Rights**

- 9.1. MIE reserves the right, at its sole discretion, directly or through the websites and its facilitators, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of

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the websites at any time, for any or no reason, with or without prior notice, and without liability. We expressly reserve the right to remove your profile and/or restrict, suspend, or terminate your access to any part of the websites if we determine, in our sole discretion, that you pose a threat to the websites and/or its users.

9.2. We may directly or through our website facilitators delete any content that in our judgment violates this agreement or which may be offensive, illegal or violate the rights, harms, or threatens the safety of any person. While website facilitators may review some of the content posted by users, MIE does not undertake or accept responsibility for monitoring the entire website system for inappropriate content or conduct. If at any time MIE or its facilitators choose to monitor website content, MIE and its facilitators nonetheless assume no responsibility for the content, have no contractual obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the user submitting any such content.

## 10. Eligibility

10.1. By using our websites, you represent and warrant that:

- i. All registration information you submit is truthful and accurate;
- ii. You will maintain the accuracy of such information; and your use of the websites does not violate any applicable law or regulation.

10.2. You may not select or use the name or user account ID of another person with the intent to impersonate them or without their authorisation. MIE reserves the right to refuse registration of or cancel a user account or to refuse any and all current or future use of website services if you provide any information that MIE believes is inaccurate, not current, or incomplete.

## 11. Term

These Terms of Use shall remain in full force and effect while you use our websites or are registered or employed with MIE as a student or staff member.

## 12. Use of Websites

The MIE websites are for the benefit of its users only and may not be used for personal gain or direct or indirect advertising or promotions unless approved. Illegal and/or unauthorised use of the website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorised

framing of or linking to the websites or parts of the website is prohibited. Commercial advertisements, promotions, affiliate links, and other forms of solicitation may be removed from user profiles or content without notice and may result in termination of user privileges.

### **13. Intellectual Property**

- 13.1. MIE is either the owner or the licensee of all intellectual property rights in the websites' content, and in the material published on them. Those works are protected by, amongst other things, copyright and trademark laws and treaties around the world. All such rights are reserved by MIE or the content's owner.
- 13.2. You may print off one copy, and may download extracts, of any page(s) from our websites for your personal reference and you may draw the attention of others within your organisation to material posted on the websites.
- 13.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 13.4. MIE's status (and that of any identified contributors) as the authors of material on the websites must always be acknowledged.
- 13.5. You must not use any part of the materials on our site for any purpose without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use the site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **14. Proprietary Rights in Content**

- 14.1. MIE does not claim any ownership rights in the text, files, images, photos, papers, books, video, sounds, works of authorship, or any other materials ("User Content") which you post to the websites. After posting your User Content, you continue to retain all ownership and/or license rights in such User Content, and you continue to have the right to use your User Content in any way you choose. By displaying or publishing ("posting") any User Content on or through the websites, you hereby grant us a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content solely on and through the websites. The

licence you grant to us is non-exclusive (meaning you are free to license your User Content to anyone else in addition to us), fully-paid and royalty-free (meaning that MIE is not required to pay you for the use on the websites of the User Content that you post), sub-licensable, and worldwide. This licence will terminate at the time you remove your User Content from the websites. The licence does not grant MIE the right to sell your User Content, nor does the licence grant MIE the right to distribute your User Content outside the websites for commercial gain. However, MIE or its facilitators may use or refer to content posted by you in recommendations to other users, updating the directory, preparing reports, conducting research, in MIE publications and in its communications with third parties and your licence to MIE in this section extends to such uses by MIE and its facilitators.

14.2. You represent and warrant that:

- i. you own the content posted by you on the website or otherwise have the right to grant the licence set forth in this section, and
- ii. the posting of your content on the website does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing to any person by reason of any content posted by you to or through the website.

14.3. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is our policy to terminate privileges of any user who infringes the copyright rights of others. Without limiting the foregoing, if you believe that your work has been copied and posted on the website in a way that constitutes copyright infringement, please contact us providing the following information:

- i. A description of the copyrighted work that you claim has been infringed;
- ii. A description of where the material that you claim is infringing is located on the website;
- iii. Your address, telephone number, and email address; and
- iv. A written statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its representatives, or the law.

14.4. The MIE website also contains content which may belong to our associated

University, Trinity College Dublin, the University of Dublin (hereafter referred to as Trinity or "Trinity Content"). Trinity Content is protected by copyright, trademark, patent, trade secret and other intellectual property laws, and we own and retain all rights in the Trinity Content. We hereby grant you a limited, revocable, non-sub licensable licence to reproduce and display the Trinity Content (excluding any software code) solely for your personal use in connection with your use of our website.

- 14.5. The MIE website contains content of other users. Except for User Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through our website. If you have queries on this you should, before using the affected content, contact Alison Egan ([alison.egan@mie.ie](mailto:alison.egan@mie.ie)), Director of IT & eLearning or any member of the IT Team in MIE.

## **15. Prohibited Use of Content**

15.1. You agree that you will not post, email or make available any website content or use the MIE websites:

- i. In a manner that infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights or contractual rights;
- ii. That has the effect of causing undue alarm, uses unduly emotive language and/or is unbalanced and likely to upset or cause distress;
- iii. In a manner that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- iv. To engage in spamming, "chain letters", "pyramid schemes", advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate these Terms of Use, any applicable laws, regulations or generally-accepted advertising industry guidelines;
- v. In a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- vi. In a manner that is libellous or defamatory, or in a way that is otherwise

- threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or invasive of another's privacy;
- vii. In a manner that is harmful to minors in any way;
  - viii. In a manner that is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable;
  - ix. To impersonate any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to obtain access to the website without authorisation;
  - x. To interfere or attempt to interfere with the proper working of the MIE website or prevent others from using the website, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the website, or that otherwise negatively affects another persons' ability to use the website;
  - xi. To use any manual or automated means, including agents, robots, scripts, or spiders, to access or manage any user's account or to monitor or copy the website or the content contained therein;
  - xii. To facilitate the unlawful distribution of copyrighted content;
  - xiii. In a manner that includes personal or identifying information about another person without that person's explicit consent;
  - xiv. In a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the website or to users;
  - xv. In a manner that constitutes or contains any form of advertising or solicitation if emailed to users; and
  - xvi. In a manner which suggests a formal association with, or approval by MIE, unless we consented to same, in writing, in advance.

15.2. Additionally, you agree not to:

- i. Repeatedly contact or otherwise harass anyone through the websites;
- ii. Collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable law or regulations;
- iii. Request, solicit or otherwise obtain access to usernames, passwords or other

- authentication credentials from any user of the website or to proxy authentication credentials for any user of the website for the purposes of automating logins to the website;
- iv. Post any content containing child pornography to the website;
  - v. Post any content that constitutes pornography, contains nudity, or is adult in nature;
  - vi. Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the website – except for Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. MIE reserves the right to define what it means by "well-behaved";
  - vii. Post irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on the website's infrastructure;
  - viii. Attempt to gain unauthorised access to our computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the website;
  - ix. Use the website as a generic file hosting service;
  - x. Take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information from the website or for using it for purposes unrelated to the website); and
  - xi. Develop, invoke, or utilise any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of the website.

## **16. Our Rights**

You understand and agree that all data from the website including registration information, profile data, answers to website profile questions, all content and other information contributed by users, and statistical information and analytics relating to usage and interactions within the website may be collected and used by MIE in accordance with applicable law.

## **17. Disclaimer of Warranties**

- 17.1. You are solely responsible for the content that you post on our website and any material or information that you transmit to other users and for your interactions

with other users.

- 17.2. Neither MIE nor its facilitators make any warranties, express or implied, as to the content or to the accuracy and reliability of the content or any material or information that is hosted or transmitted on the website. This content does not and is not intended to amount to advice which should be relied on, apart from any academic material uploaded.
- 17.3. Profiles created and content posted by users on the website may contain links to other websites. Neither we, nor our facilitators, are responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked websites on the website does not imply approval or endorsement of the linked websites by us. When you access these third-party sites, you do so at your own risk. We have no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any user communication.
- 17.4. We are not responsible for any problems or technical malfunction of any electronic communications network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the internet or on any of the website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the website.
- 17.5. To the extent permitted by law, under no circumstances shall we or our facilitators be responsible for any loss or damage resulting from use of the website, from any User Content posted on or through the website, or for the conduct of any users of the website, whether online or offline. Our websites and their content are provided 'as is' without any warranty and as available and, for the avoidance of doubt, we expressly disclaim any warranty of fitness for a particular purpose or non-infringement. To the maximum extent permitted by law, we exclude all prior representations, express or implied warranties, conditions and other terms which are not contained in these Terms of Use.
- 17.6. Website users and users that use or rely on website content do so entirely at their

own risk and irrevocably agree not to bring any claim, action or proceeding in respect of any loss, damage, cost or expense suffered or incurred by them as a result of their use or reliance on any content.

## **18. Indemnity**

To the extent permitted by applicable law, you agree to indemnify and hold MIE, its facilitators and its respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or arising out of your negligence, your use of our website in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or if any content that you post on the website causes us to be liable to another.

## **19. User Disputes**

You are solely responsible for your interactions with other website users. MIE reserves the right, but has no obligation, to monitor online disputes between you and other users.

## **20. Privacy**

We process your personal data in accordance with our [Privacy Statement](#) and [MIE Website Cookies Policy](#). You should consult those documents for further detail in relation to how we treat your personal data.

## **21. Limitation on Liability**

21.1. In no event shall we or our facilitators be liable to you or any third party for any loss of profits, loss of income or revenue, loss of business, loss of anticipated savings, loss of data, loss of goodwill, service interruption or any indirect, consequential, exemplary, incidental, special or punitive damages, arising out of or in connection with your use of the services, even if we have been advised of the possibility of such damages.

21.2. Notwithstanding anything to the contrary contained herein and to the maximum extent permitted by law, MIE's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to MIE for the use of MIE's website during the academic term or €500 whichever is the higher.

## 22. General

### 22.1. No agency

No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind MIE or its facilitators in any respect.

### 22.2. Force Majeure

MIE is not liable for any failure or delay to perform our obligations under these Terms of Use where the failure is due to anything beyond our reasonable control (for example, acts of God, flood, fire, acts of terror, natural disasters, malicious damage, compliance with any law or governmental order, or mechanical, electronic or communications failure or degradation).

### 22.3. Governing Law

These Terms of Use and all non-contractual obligations arising from or connected with them shall be governed by and construed in accordance with, and all disputes or issues between the facilitators, you or MIE arising out of or in any way relating to these Terms of Use or any disputes between the facilitators, you or MIE in any way connected with the subject matter of these Terms of Use (whether contractual or non-contractual) shall be governed by, the laws of Ireland.

### 22.4. Jurisdiction

Each party hereby submits to the exclusive jurisdiction of the Irish Courts. Nothing contained in these Terms of Use shall limit MIE's right to bring enforcement proceedings in another jurisdiction on foot of an Irish Order or to seek interim, protective or provisional relief in Ireland or the courts of another jurisdiction.

### 22.5. Waiver

MIE's failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

### 22.6. Severance

If any provision of these Terms of Use is unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

### 22.7. Our rights in your feedback

If you provide any ideas, suggestions or recommendations to MIE, MIE may use and

incorporate such feedback in the services and its products, without payment of royalties or other consideration to you, provided that MIE does not infringe any applicable law.

#### 22.8. Entire Terms of Use

These Terms of Use (and other documents referred to in it) represent the entire understanding between you and MIE concerning the viewing, accessing and use of the website and content, and all prior promises, representations, understandings, arrangements, agreements are revoked.

#### 22.9. Assignment

You may not transfer or assign these Terms of Use (or your user account) to anyone without MIE's written consent. MIE may assign or transfer these Terms of Use to its affiliates or to a party that buys MIE or an affiliate or parent of MIE's without your consent by providing you with notice.

#### 22.10. Interpretation

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Terms such as "including", "in particular", "such as", and "for example" are not to be read as exhaustive, or to limit, but may extend the generality of the provisions to which they relate.

### **23. Responsibility**

If you have any enquiries or concerns about material which appears on our site, please contact Alison Egan ([alison.egan@mie.ie](mailto:alison.egan@mie.ie)), Director of IT & eLearning or any member of the IT Team in MIE.

### **24. Related Documents**

- 24.1. [Privacy Statement](#)
- 24.2. [MIE Website Cookies Policy](#)
- 24.3. [MIE Policy on Management of MIE Website](#)