

Public Resource Exchange Platform User Agreement

1. General

These terms and conditions together with the Privacy Policy comprise the terms and conditions governing access to and use of the www.prep.ie website (the “Website”) and constitute the “User Agreement”.

The Website is an interactive public sector resource exchange website which is intended for use by Irish public sector organisations.

The services available at the Website are provided by the Environmental Protection Agency as part of the National Waste Prevention Programme. For the purposes of the User Agreement “we”, “our” and “us” refers to the Environmental Protection Agency. Our address is PO Box 3000, Johnstown Castle Estate, County Wexford .

By accessing and using the Website you are agreeing to be bound by the User Agreement. You should read this document and the Privacy Policy carefully.

If you do not agree to be bound by the User Agreement, you must not access or use the Website.

If you have any queries regarding the User Agreement, please contact us at info@freetradeireland.ie.

2. Changes to the Website and User Agreement

We may modify or terminate any services offered through the Website or modify the User Agreement from time to time in our sole discretion, without notice and without incurring any liability to you, any other user or any third party. You should check the User Agreement for changes each time you access the Website. Your continued use of the Website will signify your acceptance of any modifications of the User Agreement.

3. Eligibility to Use the Website

The Website may only be used by designated employees in Irish public sector organisations who have been provided with the link to the service and a login and password.

4. Intellectual Property Rights

All rights, including copyright, in the content of the Website and all database rights in our Public Resource Exchange Platform database of items and other databases created by us are owned by us, our affiliates or third party licensors. All trademarks, names and logos used on the Website are also our intellectual property, or that of our affiliates or of third party licensors. Nothing in the User Agreement in any way confers on you any licence or right in relation to the content of the Website, our Free Trade Service database of items, other databases created by us or in relation to any trade marks, names or logos used on the Website.

You may print and download portions of material from the different areas of the Website solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. Except as expressly permitted by the User Agreement you may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the material on the Website, including text, graphics, code and/or software. In particular, you may not incorporate the content of the Website into another website without our prior written permission.

You agree that you will not publish, post, upload, distribute or disseminate any material or information on the Website that infringes the intellectual property right of any person, whether legal or natural. You further agree that you post, upload, distribute or disseminate material or information on the Website entirely at your own risk and we are not liable in respect of any alleged or actual infringement or misappropriation of any intellectual property right which your actions may result in.

5. Use of the Website

In consideration of our agreeing to permit you to use the Website, you agree not to use the Website for any purpose that is unlawful or prohibited by the User Agreement. In particular, you agree not to use the contact details provided by other users of the Website to contact those users other than in connection with a genuine enquiry regarding the item(s) listed by that user on our Public Resource Exchange Platform database. You agree not to use the Website or the information on it to transmit, or for the purpose of the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You agree not to attempt to gain unauthorised access to, interfere with, damage or disrupt the Website or any accounts, computer systems and networks connected to the Website through hacking or any other means.

You also agree not to use the Website in any manner which could damage, disable, overburden or impair the Website or interfere with any other party's use and/or enjoyment of the Website.

You agree that you will not publish, post, upload, distribute or disseminate any material or information on the Website that infringes the rights of any party or does or would constitute a defamation or invasion of the rights of privacy or publicity of any kind of any party or contains any images or content that infringes any copyright, database right or trade mark of any other person, is likely to deceive any person or is in any way unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable and facilitates or promotes illegal activity, depicts pornographic or sexually explicit images or promotes violence or discrimination.

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

We reserve the right, at our sole discretion to determine whether you have breached the User Agreement and to pursue all remedies available to us upon any such breach, including but not limited to deletion of your postings from the Website, immediate termination of your

registration, restriction of your ability to access the Website, taking legal action or disclosing your information to such law enforcement agencies or other parties as we reasonably feel is necessary.

6. Login and Personal Data

A login and password is required to access and use the Website. The registration process requires you to input certain personal information such as the organisation and the department within the organisation that you are registering for, a telephone number and . You agree that the information you supply to us will be truthful, accurate and complete. We may verify the accuracy of the information you provide to us when you register on the Website.

As part of the registration process you must choose a login (your e-mail address) and password. You are responsible for all actions taken under that login and password and shall only use the Website using your own login and password. You must make every effort to keep your password safe and you should not disclose it to any other person. You also agree that you will not attempt to register in the name of any other individual and that will you not adopt any login or password which we deem to be offensive.

If you know or suspect that anyone other than you knows your user login or password, you must promptly notify us at info@freetradeireland.ie.

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you. The Privacy Policy forms part of the User Agreement.

7. Advertisements on the Public Resource Exchange Platform Website

The object of the Public Resource Exchange Platform is to maximise the use of resources in the public sector. Advertisements for items can be placed on the Website and will be seen by other public sector organisations so that another organisation can avail of them if required.

All advertisements placed on the Public Resource Exchange Platform Website must be legal, honest and truthful, are accepted by us for publication on the Website and may be edited at our sole discretion. All advertisements are accepted for publication and published in good faith, but it is emphasised that we do not, in any circumstances, accept responsibility for the lawfulness, accuracy or otherwise of any advertisement.

Advertisements will remain active for 30 days, after which time they will be removed from the Public Resource Exchange Platform Website. Both 5 days and 1 day before an advertisement is due to expire the account holder will be notified of that fact by e-mail. Should you wish either to remove your advertisement before it has expired or to renew your advertisement once it has expired you can do so by changing the status field through the use of one of the task functions in your account.

By posting or submitting advertisements or any other content to or through the Website, unless we indicate otherwise, you:

- grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, translate, distribute, publish,

create derivative works from and publicly display and perform such content throughout the world in any media whatsoever;

- represent and warrant that the content that you post or otherwise submit (a) complies with the User Agreement; (b) is accurate and not misleading; and (c) shall not expose us to any civil or criminal liability or otherwise materially adversely affect our interests or reputation.

Content posted or submitted by you will be considered non-confidential and we are under no obligation to treat such content as proprietary information. Without limiting the foregoing, we reserve the right to use the content as we deem appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. We are under no obligation to offer you any payment for content that you submit or the opportunity to edit, delete or otherwise modify content once it has been submitted to us. We shall have no duty to attribute authorship of content to you, and shall not be obligated to enforce any form of attribution by third parties.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the content by us or our licensees, successors and assigns; (c) you hereby waive any and all moral rights you may have in the content.

8. Disclaimer

We cannot and do not confirm the purported identity of users or the validity of the information which users post to the Website.

You assume total responsibility and risk for your use of the Website.

We act as a passive conduit for the publication of advertisements and information submitted to us by users. We have no obligation to screen advertisements, users or information in advance and we are not responsible for screening or monitoring material posted by users, although we may do so from time to time. We retain the right to remove advertisements or information which we, in our sole discretion, deem inappropriate. We may also take any other action which we in our sole discretion deem necessary or appropriate in respect of information submitted by users.

We will use our reasonable endeavours to ensure that the Website is fully operational at all times. However, due to the nature of interactive services and the Internet generally, we cannot guarantee that the Website will be free from delays, interruptions or errors.

To the extent permitted by law, we assume no legal liability for and do not represent or warrant that the information contained on the Website is accurate or complete, or that the Website will be free from errors or that its availability will be uninterrupted. In particular, we assume no legal liability for and do not warrant the accuracy or completeness of the content of the advertisements for items included on the Website, including but not limited to the ownership, quality, authenticity of any photographs, compliance with description or fitness for purpose of any such item. You acknowledge that any reliance by you on any information contained on the Website shall be at your own risk. We hereby expressly disclaim and

exclude all express and implied warranties, representations, terms or conditions not stated herein, so far as such exclusion or disclaimer is permitted under applicable law. To the greatest extent permitted at law we exclude all liability to any person for any loss or damage caused whether directly or indirectly, or howsoever arising, as a result of use of or inability to use the Website, use of or reliance on any content displayed on the Website, any errors or omissions on the Website, whether such errors or omissions result from negligence, accident or any other cause, but this disclaimer is without prejudice to any claims for our fraudulent misrepresentation or personal injuries or death caused by our negligence.

You understand that the Website may contain material which is offensive to you. Your access to such materials is entirely at your own risk. We have no control over and accept no responsibility whatsoever for such materials.

You understand that we cannot and do not guarantee or warrant that files available for downloading through the Website will be free of infection or viruses, worms, trojan horses or other code that manifest contaminating or destructive properties and shall have no liability for any loss suffered by you as a result of any such infection or viruses, worms, trojan horses or other code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data.

9. Indemnity

You agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, licensors, suppliers and any third party information providers or other representatives against any and all claims, demands, losses, expenses, damages and costs, including legal costs, however arising and resulting from any violation or breach by you of the User Agreement or any claims made by or liabilities to any third party resulting from any activities conducted under your account, your use or misuse of the Website, including but not limited to posting content on the Website, contacting others as a result of postings on the Website, infringing any party's intellectual property or other rights, or otherwise arising out of your breach of the User Agreement.

10. Other Users

We do not control the information provided by other users which is made available through the Website. You may find other users' information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Website. Please note that there are also risks of dealing with underage persons or people acting under false pretences. By using this Website, you agree to accept such risks and agree that we are not responsible for the acts or omissions of users of the Website.

In the event that you have any right, claim or action against any other user arising from that user's use of the Website, you agree to pursue such right, claim or action independently of and without recourse to us, and you release us from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

11. Third Party Websites

When you access a third party website, please understand that it is independent of us. We have no control over and consequently no liability for the content of any other website which you may access through the Website or which may link to the Website. Further, a link to our Website from another website does not mean that we endorse or accept any responsibility for the content or the use of such other website.

No third party is permitted to link any other web site to the Website without obtaining our prior written consent.

12. Third Party Rights

The provisions of paragraphs 4 (Intellectual Property Rights), 5 (Use of the Website), 8 (Disclaimer) and 9 (Indemnity) are for our benefit and the benefit of our officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Website. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

13. Miscellaneous

The Website was created for users in Irish public sector organisations only.

Our failure to insist upon or enforce strict performance of any provision of the User Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of the User Agreement.

We may assign our rights and duties under the User Agreement to any party at any time without notice to you. You may not without our prior written consent assign or dispose of any rights or obligations arising under the User Agreement.

The User Agreement constitutes the entire agreement and understanding between the parties relating to the Website, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either party.

If at any time any one or more provisions of the User Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the User Agreement shall continue in full force and effect.

The User Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 4 (Intellectual Property Rights), 5 (Use of the Website), 8 (Disclaimer), 9 (Indemnity), 12 (Third Party Rights) and 13 (Miscellaneous) shall survive any termination of the User Agreement.

Any rights not expressly granted herein are reserved. The User Agreement and the use of the Website shall be governed by and construed in accordance with Irish law and we and you submit to the exclusive jurisdiction of the Irish Courts for the resolution of disputes in connection with the User Agreement and/or the Website.