

National Gallery of Ireland – Website Terms of Use

IMPORTANT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) CAREFULLY. THESE TERMS AND CONDITIONS SET OUT THE BASIS UPON WHICH YOU ARE ENTITLED TO ACCESS AND USE THIS WEBSITE

In these Terms and Conditions, the following definitions shall apply:

“**Gallery**” means the Board of Governors or Guardians of The National Gallery of Ireland and includes its successors and assigns and/or, where relevant, any agents acting on its behalf;

“**you /User**” means any natural or legal person using this Website from time to time; and

“**Website**” means the website www.nationalgallery.ie.

1. Intellectual Property (including copyright)

The Gallery is committed to respecting and protecting the intellectual property rights of others. We have, therefore, taken all reasonable efforts to ensure that the reproduction of all content on these pages (including but not restricted to images, audio and text), is done with the full consent of copyright owners.

All content included on the Website, such as text, graphics, logos, button icons, images, audio clips and software is the property of the Gallery or its content suppliers and is protected by applicable copyright and/or other intellectual property laws. All software used in the Website is the property of the Gallery or its software suppliers and is protected by applicable copyright and/or other intellectual property laws.

You acknowledge that you are only permitted to use any material contained on the Website as authorised by the Gallery and you further agree not to copy, reproduce, transmit, distribute or create derivative works of such material without the prior written authorisation of the Gallery.

2. Use of Website

Using the Website for the purposes of browsing is permitted. Subject to clause 4 below, any other use of the content and software on the Website, including the reproduction, modification, distribution, transmission, republication or display of the content on the Website without the Gallery’s express permission is strictly prohibited.

The Website or any portion thereof may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by the Gallery.

You must not misuse the Website by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

The Gallery reserves the right to refuse access to the Website and/or the services contained herein in its discretion, including, without limitation, if the Gallery believes that particular conduct violates applicable law, is harmful to the interests of the Gallery or is in breach of these Terms and Conditions.

3. Online donations

If you choose to make an online donation to the Gallery, your donation will be processed immediately by Realex and the processing bank in accordance with our Website Privacy Policy. You acknowledge that in the absence of fraud, or save in the case of manifest error you shall not have any right of cancellation of your donation.

4. Credit Card Payment

If you choose to make an online donation to the Gallery by credit card, you hereby agree and assure the Gallery that:

- all credit card information supplied is true, correct and complete;
- the person making the donation is duly authorised to use the credit card for that purpose; and
- the donation and the fees will be honoured by the donor's credit card company.

If you discover that a donation has been made on the Website using your credit card details in circumstances where you had not agreed to or authorised this, then (provided that you have not, through failure to take reasonable care, allowed an unauthorised person to gain access to your credit card details or password) the Gallery is required to refund to you the money they receive provided that (a) you inform your credit card company and the Gallery of the unauthorised payment as soon as you discover it; and (b) you co-operate with your credit card company and the Gallery and, if necessary, An Garda Síochána in relation to the unauthorised use. All donations made via the Website are final unless fraudulent use of the credit/debit card or manifest error is proven in accordance with this clause. The Gallery uses 3dsecure and other fraud prevention tools provided by Realex.

5. Use of your donation

The Gallery takes no responsibility for your dissatisfaction with the use of your online donation.

6. Transacting with the Gallery online Shop

When you place an order to purchase a product from the Gallery online shop, we will send you an email confirming receipt of your order and details of your order. Your order represents an offer to us to purchase a product which is accepted by us, which will be complete, when we send an e-mail confirmation to you that we have dispatched that product to the address provided by you. Any products on the same order which we have not confirmed in a confirmation e-mail to you have been dispatched do not form part of that contract. The Gallery provides secure online transactions for the Bookshop with Worldpay.

In addition to your 30 day returns guarantee, you are entitled to a statutory 'cooling-off' period of seven business days during which time, you can decide to cancel the online contract

without giving a reason. If you decide to exercise that right of cancellation, you shall not incur any charges or penalties for so doing except the direct cost of returning the goods.

7. Interactive Areas

The Website may contain discussion forums, bulletin boards, user reviews or other forums in which you or third parties may post content, messages, materials or other items on the Website (“**Interactive Areas**”). If the Gallery provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Website any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or other material (“**Content**”) that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, offensive, harassing, threatening, abusive, inflammatory, fraudulent, invasive of privacy or publicity rights or otherwise objectionable or inappropriate;
- Content that would constitute, encourage or provide instructions for the commission of a criminal offence, infringe the rights of any party, or otherwise infringe any applicable law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Personal data of any third party, including, without limitation, addresses, phone numbers,
- email addresses and credit card numbers;
- Viruses, corrupted data or other harmful, disruptive or destructive files; or
- Content that, in the Gallery’s sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Website, or which may expose the Gallery or visitors to the Website to any harm or liability of any type.

The Gallery accepts no responsibility and is not liable for any Content of any kind that is posted, stored or uploaded by you or any third party on the Website, or for any loss or damage caused as a result thereof. As a provider of interactive services, the Gallery is not liable for any statements, representations or Content provided by users of the Website in any Interactive Area or other public forum. Although the Gallery has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, the Gallery reserves the right, and has absolute discretion, to remove, screen or edit without notice any Content posted or stored on the Website at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Website at your sole cost and expense.

Any use of the Interactive Areas or other portions of the Website otherwise than in accordance with these Terms and Conditions may result in, among other things, termination or suspension of your access to the Interactive Areas and/or the Website. In order to comply with an order of a court of competent jurisdiction or to protect the Gallery’s systems or users of the Website, the Gallery may process and disclose any information held by the Gallery in relation to a user of the Website who posts or uploads inappropriate or objectionable Content

including, without limitation, their name, email address, IP address, usage history, and posted Content.

By posting or distributing Content to or through the Website, unless the Gallery indicates otherwise, you:

- grant the Gallery a non-exclusive, 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 distribute (a) complies with these Terms and Conditions; (b) is accurate and not misleading; and (c) shall not expose the Gallery to any civil or criminal liability or otherwise materially adversely affect the Gallery's business or reputation.

Content submitted by you will be considered non-confidential and the Gallery is under no obligation to treat such Content as proprietary information. Without limiting the foregoing, the Gallery reserves the right to use the Content as the Gallery deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. The Gallery is 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 the Gallery. The Gallery 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 the Gallery or its licensees, successors and assigns; and (c) you hereby waive any and all moral rights you may have in the Content.

8. Protecting your password

It is up to each Website user to protect their username and password when they register on our Website. By accepting these Terms and Conditions, you agree that the Gallery takes no responsibility for fraudulent use of any Website account whereby the username and password has been used to access the account. If you believe that your username and password has been compromised and/or is being used by another person, we recommend that you change your username and password immediately or contact us via email at info@ngi.ie.

9. Compliance with Applicable Laws

Due to the global nature of the Internet, you agree to comply with all local laws regarding on-line conduct and acceptable content. You also agree to comply with any applicable rules regarding the export of any technical data from any country.

10. Links to Other Websites

The Gallery may provide links to websites operated by third parties. Such links are provided for your convenience only. The Gallery has no control over these websites and is not responsible for their availability or content. Inclusion by the Gallery on the Website of links

to such other websites does not imply any endorsement of the material on such websites or any association with their operators.

11. Limitation of Liability and Disclaimer

The Gallery will use its 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, the Gallery cannot guarantee that the Website will be free from delays, interruptions or errors.

The Gallery will use its reasonable endeavours to ensure that any information contained on the Website is correct. However, the Gallery gives no representations or warranties, express or implied, in relation to the accuracy or completeness of such information.

Except as expressly set out in these Terms and Conditions, all representations, warranties, terms and conditions whether express or implied in relation to the Website or the information contained herein are hereby excluded to the fullest extent permitted by law.

Due to the fact that the Gallery cannot guarantee that the Website will be fault free or that the information contained on the Website will be correct, the Gallery does not accept any liability for any damage or loss suffered by you (whether direct, indirect, special, incidental, punitive or consequential loss, including loss of profits) arising as a result of the Website or the information contained herein (including any errors, inaccuracies or omissions in such information or any faults, interruptions or delays in connection with the Website).

Without prejudice to the foregoing, the Gallery operates the Website on a “notice and takedown” basis. If you believe that any content on the Website infringes your rights or the right of a third party, please notify the Gallery immediately. Although the Gallery has no obligation to screen, edit or monitor any of content posted on the Website, where an alleged infringement of a third party’s rights is brought to the Gallery’s attention, the Gallery may take steps to edit or remove the relevant content.

12. Privacy and security policy

The Gallery’s Website Privacy Policy forms part of these Terms and Conditions and acceptance of these Terms and Conditions assumes acceptance of our legal notices, including our Website Privacy Policy.

13. General

These Terms and Conditions and/or the Gallery’s Website Privacy Policy may be amended from time to time by the Gallery. The Website will specify the latest date on which the Terms and Conditions have been amended.

14. Governing Law

These Terms and Conditions are governed by the laws of Ireland.