

WEBSITE TERMS OF USE

www.healthwatch.ie

1. Introduction

- 1.1 By accessing or using the website at www.healthwatch.ie (the “Site”), whether as a guest or a registered user, you acknowledge and agree to the disclaimers and terms and conditions (“Terms”) set forth below, just as if you had signed this agreement with Euromedic Lablink Limited (“Euromedic” “we” or “us”). Hence please ensure that you (referred to as the “User”, “you” or “your” in these Terms) read these Terms with care.
- 1.2 If you do not agree to these Terms, you should not use the Site.
- 1.3 We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms at any time without notice and without liability. You should check these Terms periodically for changes as by using the Site after we post any changes to these Terms, you are agreeing to accept those changes, whether or not you have reviewed them.
- 1.4 These Terms may be supplemented by additional terms and conditions pertaining to specific content and activities. You agree and understand that such additional terms and conditions are hereby incorporated by reference to these Terms.
- 1.5 You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your Internet connection are aware of these Terms, and that they comply with them.

2. Registered User Access

Access to some parts of the Site or, at times, the entire Site, may be restricted to registered users. Further terms and conditions shall apply to such registered users, which the User will be asked to accept within the relevant pages.

3. Acceptable Use Of The Site

- 3.1 It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of this Site. In general, Euromedic will not tolerate any use of the Site which damages or is likely to damage our reputation, the availability or integrity of the Site or which causes us or threatens to cause us to incur any legal, tax, regulatory or other liability. We therefore request you to treat our Site with respect, and not to use the Site for any illegal purpose, or in such a way as to infringe or breach other party’s rights or to cause or threaten to cause us damage. We also ask you to comply with any relevant notices, policies and terms imposed by third parties whose website, products or services you access through the Site.
- 3.2 We reserve the right to suspend the use of the Site generally or block your access to any part of the Site and/or to suspend or terminate your rights to use the Site or any part of it if we suspect misuse. We shall then report any misuse of the Site to the relevant enforcement or other authorities and to our legal advisers. We further reserve the right to disclose any evidence we have which relates directly or indirectly to misuse of this Site.

- 3.3 If any material on this Site, or your use of this Site, is contrary to the laws of the jurisdiction in which you are located then this Site is not intended for your use and we ask that you do not use this Site. You are responsible for compliance with the laws of the jurisdiction in which you are located.

4. **Intellectual Property**

- 4.1 All materials incorporated in or accessible through the Site, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof (including the “*look and feel*” of the Site), are protected by Irish and international copyright laws, and are owned, controlled or licensed by Euromedic, or by the original creators of such materials or their permitted licensors. All such rights are reserved.
- 4.2 Such materials may be used only for viewing the Site in the ordinary course or as a resource for purchasing the products and/or services offered through the Site. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-utilisation, transmission, republication, downloading, display, posting, performance, or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited.
- 4.3 All trade marks on this Site shall not be used without our prior written permission.
- 4.4 All material contained in and published on the Site by Euromedic is intended for the non-commercial use of the User. Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right to access and use the Site and the material displayed thereon. However, no right, title, or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials.
- 4.5 You may print off one copy and may download extracts of any page(s) from the Site for your personal reference and you may draw the attention of others to material posted on the Site. 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. Our status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged. You must, at our option, return or destroy any copies of the materials you have made. If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately.
- 4.6 You must not use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from Euromedic or our licensors.

5. **Disclaimers Of Warranties**

- 5.1 Euromedic take steps to ensure that all information we provide on this Site, including, without limitation, about our services is correct and complete at the time of the last update to the relevant web page but we do not warrant it will be correct and complete.
- 5.2 While we take steps to ensure the Site is available to all permitted users, we do not warrant that the Site will be continuously available, or that the Site and server will be free from attack.

- 5.3 This Site is provided by Euromedic on an “*as is*” basis. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied. Neither Euromedic, nor any of our respective licensors, licensees, service providers or suppliers warrant that the Site or any function contained in the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make the Site available are free from viruses or other harmful components.
- 5.4 Euromedic does not warrant or make any representations regarding the use or the results of the use of the materials incorporated in the Site or any third-party site accessed through the Site in terms of their correctness, accuracy, timeliness, reliability, or otherwise and you will be solely responsible for any damage (including damage to your computer system or loss of data) that results from the use (including, without limitation, download) of any such product, offering, content or material.
- 5.5 Further, please note that no advice or information, obtained by you from our personnel or through this Site shall create any warranty not expressly provided for in these Terms.
- 5.6 These disclaimers apply to the fullest extent permitted by law.

6. **Limitation of Liability**

- 6.1 You expressly understand and agree that (to the fullest extent permitted by law) Euromedic shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits or contracts, income or revenue, goodwill, anticipated savings, data or other intangible losses (even if we have been advised of the possibility of such damages), in relation to the Site, including those arising out of, or resulting from:
- (a) the use or the inability to use the Site;
 - (b) the use of any content or other material on the Site or any website or websites linked to the Site;
 - (c) unauthorised access to or alteration of your transmissions or data;
 - (d) statements or conduct of any third party on the Site; or
 - (e) any other matter relating to the Site.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

- 6.2 In no event shall our total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise) exceed the amount paid by you to us, if any, for accessing the Site or in using the services herein.
- 6.3 If you are dissatisfied with any portion of the Site, or with any of these Terms, your sole and exclusive remedy is the discontinuation of your use of this Site.

6.4 These Terms do not affect Euromedic's liability where applicable law requires that liability cannot be limited or excluded.

7. **Reliance on Information**

7.1 We aim to ensure that the information published on this Site is accurate and consistent with current knowledge and practice. However, medical knowledge and practice is constantly evolving and individual cases may require specific advice that cannot be addressed through this Site. Accordingly, this Site is provided for information only. It is not intended to replace a consultation with an appropriately qualified health professional.

7.2 In particular we cannot guarantee that information provided by us through this Site will meet your health or medical requirements. Hence the accuracy of the information on the Site is not guaranteed and is subject to change and therefore Euromedic cannot accept responsibility for any loss, damage or expense incurred upon using the information provided.

7.3 We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site or by anyone who may be informed of any of its contents.

7.4 Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with international and national law. Euromedic will not be responsible for any error or inaccuracy in advertising materials.

8. **Use of the Site**

8.1 You agree not to use the Site or cause or permit the Site to be used:

- (a) to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site;
- (b) to jeopardise or prejudice the operation, quality or integrity of the Site, or the operation, quality or integrity of any telecommunications network;
- (c) to harvest or otherwise collect information about others, including email addresses, without their consent;
- (d) for any commercial purpose including any direct marketing, surveys, contests or pyramid schemes, nor to use the Site to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;
- (e) to distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, or any other harmful or detrimental programs;
- (f) to attack the Site via a denial-of-service attack; or
- (g) contrary to the terms and conditions of any Internet Service Provider you may use.

9. **Links**

- 9.1 The Site contains links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by us of the content on such third party websites. We are not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third-party websites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third party sites.
- 9.2 Euromedic generally welcomes the hyper-linking to the Site from other appropriate websites provided such links are to the Site's homepage (and no deeper within the Site) and provided we give our consent to the establishment of such links. Notwithstanding the foregoing, we reserve the absolute right to refuse to consent to such links without giving reasons.
- 9.3 Other than to the Site's homepage, written permission is required for links to pages within the Site. Any links to the Site from another website must be presented in such a manner that the viewing of the Site is not impaired by framing or similar techniques that may impair the visitor's user experience.

10. **Privacy**

- 10.1 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms by this reference.
- 10.2 In accessing this Site the User accepts that information passing over the Internet may not be free from interference by third parties. In consequence, Euromedic cannot guarantee the privacy or confidentiality of any information relating to the User passing over the Internet. The User shall be responsible for your communications to this Site, including its lawfulness, truthfulness and accuracy.

11. **Additional Terms**

- 11.1 These Terms (including the Privacy Policy and, for those users making an appointment for the Healthwatch Screening Services via this Site, the Online Booking Agreement) constitute the entire agreement between Euromedic and you with respect to your access to and use of the Site and any third-party site accessed through the Site.
- 11.2 If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 11.3 Our failure to exercise or delay in exercising a right or remedy provided by these Terms or by law does not constitute a waiver of those or any other rights or remedies.

12. **Governing Law**

- 12.1 The Site has been created and is controlled by Euromedic in Ireland. These Terms will be governed by, and construed and enforced in accordance with, the laws of Ireland.

- 12.2 You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the courts of Ireland.
- 12.3 Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.