

RCPI BRIGHTSPACE TERMS AND CONDITIONS

Version: 1.00

Last Updated On: 3 Jul 2019

Agreement

Desire2Learn's Brightspace is a Virtual Learning (VLE) accessible via www.rcpi.ie (the "Site") operated by the Royal College of Physicians of Ireland, a body founded by Charter, having its principal place of business at Frederick House, 19 South Frederick Street, Dublin 2 ("RCPI").

RCPI and its suppliers provide the software (the "Software"), referred to as RCPI Brightspace subject to the following terms (the "Terms of Service"). Users who access Brightspace from non-RCPI owned equipment (such as mobile phones or personal laptops) or from outside RCPI premises (such as their home or workplace) are bound by the same Terms of Service.

By using the Services, Users agree to be bound by these Terms of Service. If users do not agree to be bound by the Terms of Service they should cease using RCPI Brightspace.

RCPI may revise these Terms of Service by posting the latest version of this document onto RCPI Brightspace. A User's continued use of RCPI Brightspace will be deemed acceptance of the updated terms or amendments (the "Agreement").

The use of RCPI Brightspace is also subject to the following RCPI policies and which are incorporated into this Agreement by reference:

- [Terms and Conditions](#)
- [Privacy Statement](#)

(each an RCPI Policy and together the "RCPI Policies")

Scope and authorised use of RCPI Brightspace

RCPI Brightspace includes, but is not limited to, online materials, knowledge sharing tools, podcasts, e-journals clubs and academic resources, courses and assessments, online exams, discussion forum, individual calendars, collaboration areas including virtual classroom forums. RCPI Brightspace gives account holders the ability to manage their own notifications, including how often they receive information from the system, with the exception of communications about Mandatory Courses which aim to assist the account holder complete their course materials and manage necessary attendance at in person workshops.

When using RCPI Brightspace and connecting services, each User agrees to:

- Comply with RCPI Policies and the Community Policy
- Respect the rights of others
- Comply with current and future legislation

RCPI Brightspace is provided exclusively for the purposes of teaching, training, learning, research, coursework, associated administration or other authorised use only (“Authorised Purposes”) and is not provided for personal or social purposes unless such purposes relate to education and training and/or continuing professional development.

RCPI Brightspace must be used exclusively for the Authorised Purposes. Neither the content nor any service offered by or through RCPI Brightspace is intended to be for medical diagnosis or treatment. The User acknowledges that RCPI Brightspace is not intended as a substitute for the professional judgment of a suitably qualified professional in the course of diagnosing and treating patients and the User agrees that under no circumstances will RCPI Brightspace” be so used. Neither RCPI nor the User is permitted to advise, diagnose, or otherwise treat other than in accordance with all applicable law, including the Medical Practitioners Act 2007, the Medical Council Guide to Professional Conduct and Ethics and the Medical Council Guidelines.

The Services are not intended for the transmission, storing, review or receipt of confidential patient information (“Patient Information”). However, if you upload Patient Information to the Services, you represent and warrant that you will render such Patient Information anonymous and that you will at all times comply with all laws directly or indirectly applicable to the use or disclosure of the Patient Information, including the Data Protection Act 2018 and resulting amendments to Data Protection Acts 1988 and 2003 as required by the transposition of the Data Protection Regulation (GDPR), into Irish law, and any other applicable confidentiality obligations. You are solely responsible for obtaining and maintaining all patient and all other legally necessary consents or permissions to disclose, process, retrieve, transmit, and view the Patient Information.

You agree that RCPI, RCPI’s licensors and licensees, and all other persons or entities involved in the operation of the Services have the right to monitor, retrieve, store, review and use Patient Information, if applicable, in connection with the operation of the Services, and are acting on your behalf in transmitting Patient Information.

License

RCPI grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Services. RCPI hereby grants you a limited license to use the Services and the information and materials contained in the Services (“Content”) in accordance with this Agreement. You may not: (a) modify the Services or use them for any commercial purpose, sale or rental; (b) decompile, reverse engineer, disassemble or make derivative works of the Services; (c) remove any confidentiality, privacy, patent, copyright, trademark or other proprietary notices from the Services; (d) transfer any part of the Services to another person or entity in a manner inconsistent with this Agreement. You agree to prevent any unauthorised copying of the Content or other information contained in the Services.

RCPI may terminate this use license at any time if you are in breach of the terms of this Agreement. Upon termination, you will immediately destroy any Content in your possession and cease use of the Services.

Registering an account - Ireland

In order to register an account (an “Account”), you must complete the registration process through RCPI. When registering for an Account, RCPI may request confirmation of your name, RCPI identification number, mailing address, or other confirmatory information reasonably required by

RCPI to confirm your credentials. By submitting that information to RCPI, you hereby certify all information is correct and up to date and agree that you authorise RCPI to confirm the veracity of such information.

Registering an account - Other jurisdictions

If you are a licensed physician or resident in another jurisdiction you may also register a new Account. When registering, RCPI may request valid confirmation of your name, jurisdiction of license, mailing address or other confirmatory information reasonably required by RCPI. By submitting that information to RCPI, you hereby certify all information is correct and up to date and agree that you authorise RCPI to confirm the veracity of such information.

Account protection and security

Users agree to:

- Keep their Account information confidential and not to share it with anyone
- Not use the Account information of other Users
- Keep physical access to RCPI Brightspace secure. For example, they must not login to RCPI Brightspace and then leave their computer or device unattended
- Not attempt to gain unauthorised access to any part of RCPI Brightspace
- Not post material which contains viruses or other programmes that may disrupt RCPI's systems
- Not upload private, confidential or sensitive material unless this is authorised
- Keep their personal data up-to-date and secure
- Not disclose any password set by RCPI staff, lecturers or supervisors to allow access by an unauthorised user to the Services

Activities on RCPI Brightspace may be subject to audits or monitoring in the event of reports by other Users of harassment, bullying or the transmitting of inappropriate material.

Content

Users should not post content containing personal or sensitive information to RCPI Brightspace including to their Account, profile, blogs, forums or any course activities. Information sent through RCPI Brightspace may be deemed public information and may be read by third parties.

When members of RCPI staff, lecturers or supervisors place information onto RCPI Brightspace they are acknowledging that they are making it available for download, and therefore we cannot guarantee that such resources will not be used by third parties.

Users are prohibited from posting or transmitting to or from this Site any unlawful, infringing, threatening, defamatory, obscene or offensive material or other material that would violate any law or RCPI Policy or add links to web pages that contain such material.

All work submitted electronically by Users should be the User's own work. Plagiarism and attempting to obtain unfair assessment advantages are in violation of RCPI Policies. Users are responsible for ensuring that Content uploaded by them does not infringe confidentiality, copyright or the intellectual property rights of others.

Users, members of RCPI staff, lecturers or supervisors may place links to useful websites on RCPI Brightspace does not certify endorse or accept any responsibility for the contents of external sites. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

Content may be removed without warning if it is found to infringe RCPI Policies.

Disciplinary Action

Should a User contravene this Agreement or any other RCPI Policy related to the use of RCPI Brightspace appropriate action will be taken including, but not limited to limitation or termination of a User's Account.

Liability

RCPI will not be liable for any failure to perform any of its obligations under this Agreement which is caused by circumstances beyond its reasonable control including, but not limited to any *force majeure* incident or the actions or omissions of any third party.

RCPI cannot and does not assume any responsibility for your use or misuse of Patient Information or other information transmitted, monitored, stored or received while using the Services. We reserve the right to amend or delete any material (along with the right to revoke any membership or restrict access to RCPI Brightspace) that in our sole discretion violates the above.

Users assume full responsibility for the use of the Services and agree that RCPI is not responsible or liable for any claim, loss, or damage arising from the use of the Services. RCPI does not recommend or endorse any specific drugs, tests, physicians, products, procedures or opinions that may be mentioned on RCPI Brightspace. Your reliance upon the Content or Services is solely at your own risk.

The Services are provided "as is" without any express or implied warranty of any kind including warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose or warranties arising by course of dealing or custom or trade. In no event shall RCPI or affiliates and their respective members, directors, officers, employees and agents be liable to you or any other entity for any and all damages including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information and loss of business opportunities) arising out of or relating to (1) the use of or inability to use the Services, or (2) reliance on the Services, or (3) errors, inaccuracies, omissions, defects, lateness, security breaches, or (4) information communicated, discussion fora (online communities) (5) the compliance with any law, rule, regulation, law enforcement, Government authorities or legal authority or the like, or (6) any other failure to perform by RCPI or RCPI's content providers.

The foregoing shall apply regardless of whether RCPI has been advised of the possibility of such damages.

If, notwithstanding the other terms of this Agreement, RCPI should have any liability to you or any third party for any loss, harm or damage, you and RCPI agree that such liability shall under no circumstances exceed the value of €50.00. You and RCPI agree that the foregoing limitation of

liability is an agreed allocation of risk between you and RCPI. You acknowledge that absent your agreement to this limitation of liability, RCPI would not provide the Services to you.

Service disclaimers

Any information provided on RCPI Brightspace is for information and guidance purposes only, and cannot be taken to be determinative of the treatment to be provided or outcome expected in a similar scenario.

RCPI provides no warranty or assurance in relation to the Services. We declare and you acknowledge and agree that all implied warranties and conditions are excluded to the maximum extent permitted by law. We do not warrant that the Services will be compatible with your software or computer configuration.

RCPI also makes no representations or warranties that your access to and use of the site, materials, or third party sites (1) will be uninterrupted or error-free, (2) is free of viruses, unauthorised code, or other harmful components, (3) is secure, or (4) will meet your satisfaction. You are responsible for taking all precautions you believe necessary or advisable to protect you against any claim, damage, loss or hazard that may arise by virtue of your use of the Services. RCPI affiliates and their respective members, directors, officers or employees and agents further do not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the Services. RCPI may make changes to the Services and/or products described therein, at any time without notice. RCPI makes no commitment to update the Services.

Enforcement; Choice of Law; Venue and Jurisdiction

If any part of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of the Agreement, all of which will remain in full force and effect. Any and all disputes relating to the Agreement, your use of the Services or the Content are governed by, and will be interpreted in accordance with, the laws of Ireland, and subject to the jurisdiction of the Courts of Ireland without regard to any conflict of law's provisions.

Termination

You may terminate the Agreement, for any or no cause, at any time, without notice to RCPI, which shall be effective upon RCPI processing such request. We may terminate the Agreement for any or no cause, at any time, with or without notice, which shall be effective immediately or as may be specified in the notice. Termination of your Account includes disabling access to the Service (including any Content you submitted or others submitted) and may also bar you from any future use of the Services.

Entire agreement

This Agreement and any other RCPI Policy which is incorporated herein by reference, contains the entire agreement between the User and RCPI relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto.

Force majeure

RCPI shall not be liable for any failure or unavailability of the Services. Any failure of the Services due to strikes, lockouts, acts of God, unavailability of suppliers, the loss or destruction of data, the deletion or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, acts or omissions of civil or military authority, war, terrorism or any other event beyond RCPI's control.

Contact details

RCPI may contact you by means of electronic mail, a general notice on www.rcpi.ie or by written communication delivered to your address on record in RCPI Account information. You may contact RCPI at any time via electronic mail to helpdesk@rcpi.ie or in writing to:

Royal College of Physicians of Ireland
Frederick House
19 South Frederick Street
Dublin 2

If you object to any material found on this Site, please bring your concerns to the attention of helpdesk@rcpi.ie.

The Service administrator reserves the right to remove any material alleged to be infringing any third-party rights pending further investigation.

Amendments

RCPI reserves the right to make changes to this Agreement at any time without advance notice. RCPI agrees to post all amendments to this Agreement on RCPI Brightspace and such amendments shall be effective immediately upon posting. It is each User's responsibility to read the most current form of this Agreement before using the Services and each User agrees to the terms and conditions of any amendments made to this Agreement. You acknowledge and agree that use of the Services after the date on which the amendment has been posted signifies consent to such amendment.

The description of how your personal fields are being used by this application, is provided below: