Terms & Conditions

Terms and Conditions of Use for *Trinity Alumni Online* (Alumni Interactive Web Services)

1. Trinity Alumni Online - What it is

1.1 *Trinity Alumni Online* is an interactive website primarily offering information and services for Trinity College alumni, students, prospective students and staff. The member pages of *Trinity Alumni Online* are not intended for use by people who are not Trinity College alumni and only alumni who validate their record information at registration stage (and subsequently at each log-in) can register for and use the member services on the site. The *Trinity Alumni Online* platform also contains a searchable directory of all alumni registered on the site. The platform contains a number of modules including one for mentoring and when live, for ambassadors.

2. Trinity Development & Alumni, Trinity Foundation -Who we are

2.1 *Trinity Alumni Online* is operated from Ireland by Trinity Development & Alumni, Trinity Foundation (hereafter referred to as "**TCD Alumni**"). This office is responsible for keeping all alumni (and friends) in touch with the College and each other through regular communications, events, regional branches and affinity groups. Trinity Foundation is a charitable trust within the meaning of Section 333(1)(b) of Ireland's Income Tax Act 1967 established under Trust Deed dated 30 March 1994 and registered under Charity Number 10898. References to "we" or "us" in these Terms and Conditions refer to TCD Alumni office and references to "you" or "members" refer to those who register for or use any of the features available on *Trinity Alumni Online*. *Trinity Alumni Online* is operated independently of the Trinity College Dublin website at <u>www.tcd.ie</u> - and these Terms and Conditions only governs activity on the *Trinity Alumni Online* site.

2.2 The *Trinity Alumni Online* site is hosted by TCD Alumni's web services partner, Aluminati Network Group Ltd (<u>www.aluminati.net</u>) which is based in the United Kingdom. In accordance with applicable data protection laws, TCD Alumni has taken the requisite contractual and other steps to ensure the secure hosting of the services. The Aluminati Network Group Ltd has submitted a voluntary notification to the Information Commissioner. Our membership number is Z8393842. All personal data is handled in accordance with applicable Data Protection Laws in accordance with our <u>Privacy Statement</u>.

3. Registration Agreement - Our Agreement with you

3.1 This page states the Terms and Conditions under which you may register for *Trinity Alumni Online* and use services which are made available to our registered members. If you do not accept the Terms and Conditions stated here, you are not permitted to join *Trinity Alumni Online* or to use the services made available on this website.

3.2 By registering with *Trinity Alumni Online*, you represent and warrant that you are over 18 years of age, that you are an alumnus/a of Trinity College Dublin and that you have the capacity to understand, agree to and comply with these Terms and Conditions.

3.3 We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. While we will use reasonable endeavours to notify members of any material changes to these Terms and Conditions (for example by means of pop-up screens or email updates), you should check these Terms and Conditions periodically for changes as by accessing and using *Trinity Alumni Online* services after we post any changes to these Terms and Conditions, you are agreeing to accept those changes, whether or not you have reviewed them.

4. How to Join Trinity Alumni Online

4.1 Unless TCD Alumni has been notified by any alumnus that he or she does not wish to be listed on *Trinity Alumni Online*, all alumni of Trinity College Dublin are provided with a prepopulated hidden individual profile containing the information set out in Section 3 of our <u>Privacy Statement</u>. The platform will also contain blind messaging functionality described in paragraph 7 below.

4.2 In order to join *Trinity Alumni Online*, you are required to complete the Registration Form and to provide certain information to verify your identity as described in our <u>Privacy</u> <u>Statement</u>. When completing the Registration Form you warrant and represent that the information you provide is true, accurate and complete. You must complete the registration process in order to establish your Membership Account.

4.3 If you are unsuccessful in registering for a Membership Account, your application for registration will be dealt with by a member of staff at TCD Alumni.

4.4 We may refuse to grant you a Membership Account or we may suspend or terminate your Membership Account if any element of it could impersonate someone else, is or may be protected by trade mark or proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion.

4.5 We reserve the right to refuse or suspend admission to the platform and acceptance of applications to register is at our sole discretion. We also control access to various parts of the site, some of which may be reserved for categories of users and successful registration of a Membership Account does not guarantee you access to all areas of the Site.

4.6 Students of Trinity College Dublin will be provided with access to the *Trinity Alumni Online* community on a limited basis. As part of mentoring, students will be able to search the database and contact alumni to help with planning and managing their career options.

5. Your Personal Data

5.1 The "Personal" section of the *Trinity Alumni Online* site enables you to control, manage and update the particulars of your own personal data. The *Trinity Alumni Online* (Privacy Statement) contains full details of how we obtain and use your personal data. As a general rule, any Materials that you transmit to, or post on, *Trinity Alumni Online* are, and will be

treated as, non-confidential and non-proprietary information. Accordingly, you should not use *Trinity Alumni Online* as a depository of any confidential or sensitive information.

6. Your Membership Account - Your Responsibility

6.1 You are entirely responsible for maintaining the confidentiality of your Membership Account information. You may not share your password or user account with any other party. You must notify us immediately in the event of any known or suspected unauthorised use of your Membership Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your Membership Account. You agree to immediately notify us of any unauthorised use of your Membership Account or any other breach of security known to you.

6.2 You shall be responsible for your communications through *Trinity Alumni Online*, including their lawfulness, truthfulness and accuracy.

7. Alumni 'Blind' Email Service

7.1 As a member of *Trinity Alumni Online* you may be contacted by another member of the community using a 'blind' email service, i.e. another member can send you an email, but they <u>can not</u> see your email address. This default setting can be adjusted at any time, once you have registered with *Trinity Alumni Online* by changing the settings on your "Personal" page.

8. Members' Behaviour - Acceptable Conduct within *Trinity Alumni Online*

8.1 *Trinity Alumni Online* is made available for your personal, non-commercial use only. You may not use *Trinity Alumni Online* for any illegal or unauthorised purpose. International users agree to comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from Ireland or your country of residence. Members are solely responsible for their own conduct and any text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software, and other content, and the compilation, collection, arrangement, and assembly thereof that they submit, post, e-mail, display or otherwise transmit within *Trinity Alumni Online* ("**Materials**").

8.2 As a *Trinity Alumni Online* Member, you expressly agree that whenever you use the *Trinity Alumni Online* services you will abide by all applicable local, state, national or international laws, including, but not limited to, any regulations having the force of law. You also accept that you are solely responsible for all communications, acts or omissions that occur under your Membership Account.

8.3 The following non-exhaustive types of inappropriate behaviour will not be tolerated in *Trinity Alumni Online* and by becoming a *Trinity Alumni Online* Member you undertake to TCD Alumni and to all other *Trinity Alumni Online* Members that you will not:(a) use *Trinity Alumni Online* in a manner inconsistent with its purposes or these Terms and Conditions;

(b) use Members' personal data for purposes other than establishing bona fide contact within

Trinity Alumni Online;

(c) act in breach of the Trinity Alumni Online (Privacy Statement);

(d) upload, post, email or otherwise transmit any Materials that are unlawful, harmful, threatening, abusive, harassing, tortuous, intimidating, offensive, defamatory, vulgar, obscene, libellous, invasive of another's privacy or confidentiality, hateful, harmful or racially, ethnically or otherwise objectionable;

(e) interfere with other Members' use and enjoyment of the Trinity Alumni Online;

(f) infringe another's intellectual property (intellectual property includes patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party); (g) jeopardise or prejudice the operation, quality or integrity of *Trinity Alumni Online*, or the operation, quality or integrity of any telecommunications network;

(h) use *Trinity Alumni Online* for any commercial or electoral purpose including any direct marketing, election canvassing, surveys, contests or pyramid schemes, nor to use *Trinity Alumni Online* to participate in or cause others to participate in sending chain letters, junk e-mail, spam, duplicative or unsolicited messages, advertising or promotional material;

(i) impersonate any person or entity, including, but not limited to, a director, officer, employee, agent or representative of Trinity College Dublin or TCD Alumni, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(j) mislead others by, for example, concealing or disguising the origin of a message or the nature of any Materials;

(k) harvest or otherwise collect information about others, including e-mail addresses, without their consent or use any robot, spider, site search/retrieval application, or other device to retrieve or index any content in *Trinity Alumni Online*;

(1) distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs; (m) use *Trinity Alumni Online* in a manner contrary to the terms and conditions of any Internet Service Provider whose services you may use;

(n) attempt to gain unauthorised access to any aspect of *Trinity Alumni Online* or the Trinity College Dublin or TCD Alumni websites or computer systems;

(o) modify, adapt, translate, or reverse engineer any part of Trinity Alumni Online;

(p) reformat or frame any portion of the web pages that are part of *Trinity Alumni Online*; or (q) remove any copyright, trademark or other proprietary rights notices posted in *Trinity Alumni Online*.

9. Trinity Alumni Online's Role

9.1 TCD Alumni does not control the Materials submitted, posted, emailed, displayed or otherwise transmitted by Members and, as such, we cannot guarantee the accuracy, truthfulness, integrity or quality of such Materials. Although we have adopted these Terms and Conditions for Members, you understand that by using *Trinity Alumni Online*, you may be exposed to Materials that you find offensive or objectionable.

10. Events, Donations or Other Purchases

10.1 *Trinity Alumni Online* will include opportunities for Members to organise events and communicate details to other Members on the *Trinity Alumni Online* site. Unless otherwise expressly stated, TCD Alumni does not take any responsibility for the organisation of any events posted by Members.

11. Limits on TCD Alumni's Responsibilities

11.1 Under no circumstances will we be liable in any way for any Materials (other than for content created by us), including, but not limited to, for any errors or omissions in any Materials, or for any loss or damage of any kind incurred as a result of the use of any Materials submitted, posted, emailed, displayed or otherwise transmitted to or through *Trinity Alumni Online*.

11.2 As the essence of *Trinity Alumni Online* is to provide a real-time environment for Members to communicate with other Members, TCD Alumni cannot accept a general obligation to monitor Members' use of *Trinity Alumni Online*. However, TCD Alumni does agree to use reasonable endeavours to address any breaches of these Terms and Conditions where it is notified of a material breach thereof. Accordingly, we may, but shall have no obligation to, remove Materials that we determine in our sole discretion to be unlawful, fraudulent, threatening, libellous, defamatory, obscene or otherwise objectionable, or which we feel may infringe or violate any party's intellectual property, privacy or other proprietary rights or these Terms and Conditions.

12. Exclusions of Liability - When we will not be Responsible

12.1 YOUR MEMBERSHIP AND USE OF *Trinity Alumni Online* IS AT YOUR SOLE RISK. IN NO EVENT SHALL TCD ALUMNI OR TRINITY COLLEGE DUBLIN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE *Trinity Alumni Online* OR ANY MATERIALS, WHETHER BASED ON STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL CAUSE, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 TCD Alumni does not warrant that *Trinity Alumni Online* will operate uninterrupted or be error free, that defects will be corrected, or that *Trinity Alumni Online* or the servers that make it available are or will be free of viruses or bugs.

12.3 TCD Alumni is not responsible for any errors or malfunctions in any communications network, computer systems, servers, equipment or software including any injury or damage to Members or to any persons' computer related to or resulting from participation or downloading Materials.

12.4 In accessing *Trinity Alumni Online*, you accept that information passing over the Internet may not be free from interference by third parties. In consequence, TCD Alumni cannot guarantee the privacy or confidentiality of any information relating to any member passing over the Internet.

13. TCD Alumni's Proprietary Rights - Your Right to use our Materials

13.1 TCD Alumni does not claim any ownership rights in any Materials that Members submit, post, or display on or through *Trinity Alumni Online*. After submitting, posting or displaying Materials on or through *Trinity Alumni Online*, Members continue to retain all ownership rights in such Materials, and they continue to have the right to use their Materials in any way they choose. By submitting, posting or displaying any Materials on or through *Trinity Alumni Online*, non-exclusive, royalty-free, worldwide license to use, modify, publicly perform, publicly display, reproduce, and distribute such Materials on and through *Trinity Alumni Online* and in alumni relations publications. This license will terminate at the time you remove your Materials from *Trinity Alumni Online*, except that you agree that the license will continue solely with respect to the continued use of your Materials from *Trinity Alumni Online*, TCD Alumni; provided, however if you remove any of the Materials from *Trinity Alumni Online*, TCD Alumni reserves the right to remove all of your Materials from other Members' pages.

13.2 Provided that you comply with your membership obligations under these Terms and Conditions, TCD Alumni grants to Members a non-exclusive, non-transferable, limited right to access *Trinity Alumni Online* and all TCD Alumni-created Materials displayed in *Trinity Alumni Online* ("Foundation Materials").

13.3 All Foundation Materials incorporated in or accessible through *Trinity Alumni Online*, are protected by Irish and international copyright laws, and are owned, controlled or licensed by TCD Alumni, or by the original creators of such materials or their permitted licensors. Such materials may be used only for viewing the Foundation Materials in the ordinary course. Any other use of such Foundation 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.

14. Your Undertakings, Warranties and Indemnities to TCD Alumni - Your Commitments to Us

14.1 You represent and warrant to TCD Alumni that the Materials posted by you on or through *Trinity Alumni Online* will comply with these Terms and Conditions and you agree to defend, indemnify, and hold harmless TCD Alumni, its officers, directors, employees, agents and service providers, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting whether directly or indirectly from your use of *Trinity Alumni Online* or any Materials or your breach of the terms of these Terms and Conditions. TCD Alumni shall provide notice to you promptly of any such claim, suit, or preceding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

15. Notice and Takedown Procedure

15.1 You are solely responsible for your interactions with other Members. TCD Alumni reserves the right, but has no obligation, to monitor disputes between you and other Members.

15.2 If you feel that any Materials have been posted on *Trinity Alumni Online* which are in breach of these Terms and Conditions, you should report it to <u>alumni@tcd.ie</u>. Please supply us with as much information as possible, and TCD Alumni shall respond, using our reasonable discretion, by editing or removing content that we reasonably consider to be in breach of these Terms and Conditions. If TCD Alumni deems it appropriate, the Member who posted the infringing Materials will be banned or suspended from *Trinity Alumni Online* to limit the possibility of any further infringing Materials being posted. Notwithstanding that TCD Alumni will endeavour to address all complaints as we deem fit in accordance with the foregoing, the limitations of liability contained in these Terms and Conditions shall to the fullest extent permitted by law apply to any acts or omissions by *Trinity Alumni Online* in respect of any complaints *Trinity Alumni Online* receives.

16. Termination of Trinity Alumni Online

16.1 At any time, you can terminate your Membership Account which will remove your profile and other personal information from view.

16.2 Where reasonably possible, TCD Alumni will use reasonable efforts to give Members fair notice of termination or suspension of their access to *Trinity Alumni Online*. However, we may suspend or terminate your *Trinity Alumni Online* Membership immediately at any time without notice, without providing any reasons and without further liability or responsibility to you. Accordingly, you should not use *Trinity Alumni Online* as a depository for information where you have no other means of accessing it.

16.3 Once your *Trinity Alumni Online* Membership terminates, you will have no right to access or use *Trinity Alumni Online*. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any termination of your *Trinity Alumni Online* Membership.

17. Links

17.1 *Trinity Alumni Online* contains links to third party websites. These links are provided by TCD Alumni or by other Members solely as a convenience to you and not as an endorsement of the content on such third party websites. TCD Alumni is 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.

17.2 TCD Alumni generally welcomes the hyper-linking to the *Trinity Alumni Online* website 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. Any links to the site from another website must be presented in such a manner that the viewing of the TCD Alumni site is not impaired by framing or similar techniques that may impair the visitor's user experience.

18. Mentoring

18.1 TCD Alumni welcomes persons with professional experience to volunteer as mentors. Mentoring aims to connect both alumni and students to facilitate career planning and research, allowing you to share your experience and learn from others. You may volunteer to act as a mentor by clicking on the "Activate Mentor Profile" on your Membership Account which will make your profile searchable on the Mentoring dashboard. In addition, each potential mentee will be furnished with a booklet containing a profile of all participating mentors. The following guidelines should be followed by "mentors" (members of the community who sign up to share their career experiences with other alumni and students) and "mentees" (alumni and students who use mentoring to contact mentors for career information) in determining appropriate usage of the service.

18.2 Mentors should:

- understand that, once he or she has opted in to the mentoring platform, any registered alumni and student users of the platform may search mentor's profile and contact the mentor.

- understand that as a mentor participating in the *Trinity Alumni Online* Mentor Programme, any advice provided in the course of the mentoring relationship is solely for the purpose of guiding the mentee in his/her career.

- understand this relationship is an educational resource to discuss career issues confronted by the mentee and the mentor role is to provide relevant advice and suggestions.

- understand that the mentee will not rely upon the mentor advice and/or statements as legal advice, nor as a substitute for his/her own independent judgment or professional opinions.

- understand that any information provided is in good faith and that the mentor shall respond in a timely, professional and appropriate fashion to inquiries and respect the confidentiality of any sensitive issues discussed.

- not use the personal data of the mentee, other than for the purpose of providing mentoring, without the consent of the mentee.

- understand that the sole involvement of *Trinity Alumni Online* Mentoring and TCD Alumni office ("*Trinity Alumni Online* Mentoring") will be to verify that the mentees are either current Trinity College Dublin students or Trinity College Dublin alumni and that TCD Alumni has no further role in the mentor and mentee relationship.

18.3 Mentees should:

- understand that as a mentee participating in the *Trinity Alumni Online* Mentor Programme, any advice received in the course of the mentoring relationship is solely for the purpose of guiding the mentee in their career.

-the acceptance by a mentor of my request for mentoring is at the discretion of the mentor and the mentor may meet you individually or in a group.

-understand this relationship is an educational resource to discuss career issues confronted by the mentee and to receive relevant advice and suggestions from the mentor.

- respect the confidentiality of any sensitive issues discussed.

- understand that mentors give their time freely and mentees should in so far as possible stick to agreed schedules and commitments for mentoring. Mentors have NOT agreed to: provide job opportunities, review business venture proposals, interview students or participate in extended communication over time, recruit students or alumni for open positions at their place of employment.

- agree that the mentee will not rely upon the mentor's advice and/or statements as legal advice nor as a substitute for your own independent judgment or professional opinions.

- understand that any information provided by the mentor is in good faith and the mentee must take responsibility for his or her own decisions, whether or not based on such advice.

- understand that the sole involvement of *Trinity Alumni Online* Mentoring will be to verify that the mentees are either current Trinity College Dublin students or Trinity College Dublin alumni and that TCD Alumni has no further role in the mentor and mentee relationship.

-understand that it is the mentee sole responsibility to assess the professionalism, credentials and references of the mentor.

18.4 Mentors and mentees understand and agree this programme is not intended for solicitation purposes, i.e. mentors should not request payment for any advice rendered. Please see the additional Mentee Guidelines for further guidance on the appropriate use of *Trinity Alumni Online* Mentoring.

18.5 General Agreement and Waiver

As a participant in the *Trinity Alumni Online* Mentoring Program (whether as a mentor or mentee), you hereby agree that:

- (a) in no event will I file suit or otherwise attempt to hold liable for damages, *Trinity Alumni Online* Mentoring, Trinity College Dublin, any mentor, mentee, alumnus or member of staff of *Trinity Alumni Online* Mentoring or Trinity College Dublin as a result of my participation in the *Trinity Alumni Online* Mentor Programme: and
- (b) I shall indemnify and hold harmless *Trinity Alumni Online* Mentoring, Trinity College Dublin and its or their members and staff from any and all claims, suits, actions or proceedings of any kind arising out of, or in connection with my participation in the *Trinity Alumni Online* Mentoring Program.

I understand that either party may terminate their involvement in the *Trinity Alumni Online* Mentoring Program at any time without notice or liability.

19. Ambassadors

19.1 TCD Alumni may, at its discretion, invite alumni and students to act as ambassadors for Trinity College Dublin and to offer advice or a personal view to prospective students who

have received an offer of a place on a course at Trinity College Dublin on their experiences in Trinity College and/or on the course on offer. As the Alumni Ambassador Programme is comprised of volunteers, TCD Alumni cannot guarantee that an Ambassador for each academic course will be available. All prospective students and parents who have registered with *Trinity Alumni Online* will have access to the Ambassador module of the platform.

19.1 Participation in the Alumni Ambassador Programme is subject to the following terms and conditions:

(a) Alumni Ambassador Agreement

I understand that as an alumni ambassador participating in the *Trinity Alumni Online* Alumni Ambassadors Programme, any advice I provide in the course of the Alumni Ambassador relationship is solely for the purpose of guiding the offer holder in his/her decision process about the university they attend and their academic path. I understand this relationship is an educational resource to discuss experiences related to the offer holder academic interests and my role is to provide relevant advice and suggestions. I understand that the offer holder will not rely upon my advice and/or statements as legal advice, nor as a substitute for his/her own independent judgment or professional opinions.

I understand that the sole involvement of *Trinity Alumni Online* Ambassador and TCD Alumni office ("*Trinity Alumni Online* Ambassador") will be to verify that the offer holders have applied and received an offer to attend Trinity College Dublin. *Trinity Alumni Online* Ambassador has no further role in the alumni ambassador and offer holder relationship.

(b) Offer Holder Agreement

I understand that as an offer holder participating in the *Trinity Alumni Online* Alumni Ambassador Program, any advice I receive in the course of the Alumni Ambassador relationship is solely for the purpose of guiding me in my decisions about my next academic steps. I understand this relationship is an educational resource to discuss questions that I may have on choosing a university to further my studies and to receive relevant advice and suggestions from my alumni ambassador. I agree that I will not rely upon the alumni ambassador's advice and/or statements as legal advice nor as a substitute for my own independent judgment or professional opinions.

I understand that the sole involvement of *Trinity Alumni Online* Ambassador will be to verify that the alumni ambassadors are *Trinity Alumni Online* Ambassador alumni and that *Trinity Alumni Online* Ambassador has no further role in the alumni ambassador and offer holder relationship. I understand that it is my sole responsibility to assess the professionalism, credentials and references of the alumni ambassador and to take responsibility for my own decisions, whether or not based on the Ambassador's advices or experiences.

(c) General Agreement and Waiver

I understand and agree that this programme is not intended for solicitation purposes, i.e. Alumni Ambassadors should not request payment for any advice rendered. As a participant in the *Trinity Alumni Online* Ambassador Program (whether as an offer holder or an Ambassador), I hereby agree that:

- a. in no event will I file suit or otherwise attempt to hold liable for damages, *Trinity Alumni Online* Ambassador, Trinity College Dublin, any alumni ambassador, offer holder, alumnus or member of staff of *Trinity Alumni Online* Ambassador or Trinity College as a result of my participation in this program: and
- b. I shall indemnify and hold harmless *Trinity Alumni Online* Ambassador, Trinity College Dublin and its or their members and staff from any and all claims, suits, actions or proceedings of any kind arising out of, or in connection with my participation in the *Trinity Alumni Online* Ambassador Alumni Ambassador Program.

I understand that either party may terminate their involvement in the *Trinity Alumni Online* Ambassador Program at any time without notice or liability.

21. General

21.1 *Trinity Alumni Online* has been created and is controlled by TCD Alumni in Ireland. These Terms and Conditions will be governed by, and construed and enforced in accordance with, the laws of the Ireland. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Irish courts.

21.2 These Terms and Conditions are accepted upon your use of the TCD Alumni website and is further affirmed by you becoming a *Trinity Alumni Online* Member.

21.3 The failure of TCD Alumni to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

21.4 If any provision of these Terms and Conditions shall be prohibited by or adjudicated by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions and shall not in any way affect any other circumstances or the validity or enforcement of these Terms and Conditions.

22. Entire Agreement

These Terms and Conditions constitute the entire agreement between you and TCD Alumni with respect to your membership and use of *Trinity Alumni Online*. Please see our <u>Privacy</u> <u>Statement</u> for details of how we process your personal data.

23. Contact Us

Contact Details: Trinity Development & Alumni, East Chapel, Trinity College, Dublin 2, Ireland T: +353 1 896 2088 E: <u>alumni@tcd.ie</u> W: <u>www.tcd.ie/alumni</u>

Trinity Foundation, a charitable trust within the meaning of Section 333(1)(b) of Ireland's Income Tax Act 1967 established under Trust Deed dated 30 March 1994 and registered under Charity Number 10898.