

## **RSS feeds Terms and Conditions**

### **The Commission for Communications Regulation ("ComReg") RSS Feed: Terms and Conditions**

By downloading a ComReg RSS Feed ("ComReg Feed") from [www.comreg.ie](http://www.comreg.ie) you are becoming a party to this agreement (the "Agreement") and agree to be bound by the terms set out below (the "Terms and Conditions"). ComReg may modify any of the Terms and Conditions contained in the Agreement, at any time and at its sole discretion. Please review these Terms and Conditions each time you download a ComReg Feed. Your continued use of the ComReg Feed following such a change will constitute binding acceptance of the change.

Your download and/or use of a ComReg Feed indicates your agreement to these Terms and Conditions. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, DO NOT DOWNLOAD THE SERVICE.

#### **1. Licence**

1.1 Subject to the terms of this Agreement the ComReg grants you a revocable, non-transferrable, non-sublicensable, royalty free, non-exclusive licence to display on your website ("Site") the headlines, active links or other source identifiers and other information or materials that you specifically select to receive from ComReg via the ComReg Feed ("ComReg Content").

1.2 All title, ownership rights and intellectual property rights in and to ComReg Content and the ComReg Feed shall remain the property of ComReg.

1.3 Nothing in these Terms and Conditions grants you any right to use any ComReg logo on your Site or elsewhere.

#### **2. Use of ComReg Content**

2.1 You may not use the ComReg Feed or display any ComReg Content on any Site that is a web site that is excluded by ComReg (scroll down for the list of Excluded Websites as may be amended by ComReg from time to time).

2.2 You must ensure that all ComReg Content on your site has an accreditation to ComReg in accordance with the ComReg Accreditation Guidelines (scroll down for the ComReg Accreditation Guidelines as may be amended by ComReg from time to time).

2.3 You may not directly or indirectly charge users specifically for accessing ComReg content or otherwise commercialise such content, nor attempt to re-sell ComReg content in any way.

2.4 You must create a functional link back to the relevant part of the ComReg web site summarised by the ComReg Content . You may not directly or indirectly change, edit, add to or produce summaries of the ComReg Content or any content on the ComReg website nor place any other content from the ComReg website in an HTML frame-set.

2.5 You may not directly or indirectly suggest any endorsement or approval by ComReg of your Site or any non-ComReg entity, product or content or any views expressed within your site or service.

2.6 You acknowledge that ComReg has absolute editorial control over all ComReg Content and you accept that ComReg is editorially independent and that the editorial integrity of ComReg Content is the sole responsibility of ComReg.

2.7 Should you receive any enquiries which relate to ComReg or ComReg Content you should promptly refer such enquiries to [webmaster@comreg.ie](mailto:webmaster@comreg.ie)

### 3. Warranties & Liability

3.1 You warrant to ComReg that:

- (i) you have fully complied with, and shall continue to comply fully with, all applicable laws and regulations;
- (ii) the Site shall contain no material which is libellous, defamatory, pornographic, obscene or which brings ComReg into disrepute, or which is in breach of any third party intellectual property rights; and
- (iii) users of the Site shall be required to comply with terms that are equivalent to the Terms and Conditions in relation to their use of ComReg Content.

3.2 The ComReg Feed is made available by ComReg on an "as is" and "as available" basis and ComReg gives no warranty of any kind in relation to the ComReg Feed, the ComReg Content, or any content on the ComReg website. ComReg disclaims all implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, and accuracy regarding ComReg Content, the ComReg Feed and the ComReg website and any content thereon.

3.3 To the maximum extent permitted by law ComReg excludes all liability to you for any loss or damage howsoever arising out of or in connection with this Agreement, including but not limited to any liability arising in relation to the ComReg Feed, the ComReg Content or any content on the ComReg website, any virus or other contamination or any unavailability of ComReg Content.

3.4 Each provision of this Clause 3 operates separately in itself and survives independently of the others.

#### 4. Indemnity

4.1 You hereby agree to indemnify, hold harmless and defend ComReg in respect of all liability, losses, damages, costs and expenses, including reasonable legal fees and litigation expenses, arising out of or as a result of any breach of the Terms and Conditions or otherwise in connection with your use of the ComReg Feed (including the ComReg Content).

#### 5. Termination

5.1 You may terminate this Agreement and the licence granted herein at any time by destroying or removing all copies of the ComReg Feed (including the ComReg Content) from your Site, all hard drives, networks and other storage media.

5.2 ComReg may restrict, suspend or terminate the ComReg Feed, this Agreement, the licence granted herein or your access to the ComReg Feed at any time without liability. You agree to destroy all copies of the ComReg Feed (including the ComReg Content) upon receiving notice of termination from ComReg.

5.3 Clauses 3, 4, 6 and 7 shall survive termination of this Agreement.

#### 6. Severance

If any of the Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable, such term or terms shall be severed and deleted from the clause concerned and the

remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

## 7. General

7.1 Neither party may assign, charge, sublicense or otherwise deal with its rights or obligations in this Agreement in whole or in part to any third party.

7.2 This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior and contemporaneous agreements, arrangements and understandings between the parties, whether written or oral, concerning its subject matter. Each of the parties acknowledges that it has not relied on any statement made by the other in the course of entering into this Agreement.

7.3 Any failure or delay by either party in exercising its rights under any provisions of this Agreement shall not be construed as a waiver of those rights at any time now or in the future.

7.4 This Agreement shall be governed by and interpreted in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction to hear and determine any suits, actions or proceedings and to settle any disputes which may arise out of or in connection with this Agreement. The place of performance of this Agreement shall be Ireland.

## Excluded Websites

ComReg's RSS feeds and any ComReg Content contained in the ComReg RSS feeds may only be displayed on websites that do not fall into any one or more of the categories listed below. A site will be deemed to fall within one of the following categories where there is a material and prominent section of the Site that falls within such category.

Sites that incite hatred against a group of persons in Ireland or elsewhere on account of their race, colour, nationality, religion, ethnic or national origins, membership of the travelling community or sexual orientation

Sites that promote, encourage or facilitate violence

Sites that promote, encourage or facilitate terrorism or other activities that risk Irish national security

Sites that discriminate against any specific social group or otherwise exploit vulnerable sections of society

Sites that promote, facilitate or encourage illegal activity

Sites that are misleading, pornographic, defamatory, or that contain illegal, or otherwise actionable content under Irish law

Sites that infringe individual privacy

#### Accreditation Guidelines

Any ComReg RSS feed or ComReg Content on your site must incorporate an attribution (credit) to ComReg in the following form:

"This content is from ComReg website [www.comreg.ie](http://www.comreg.ie)"

You may not use any ComReg logo without first obtaining ComReg's express written authorisation.