

Terms of Use

Welcome to the Open Food Network Ireland (“OFN (IE)”) Terms of Service.

These terms govern your use of the Open Food Network Ireland website found at openfoodnetwork.ie. If you have any questions, please e-mail us at lovelocal@openfoodnetwork.ie

The following terms and conditions govern all use of the OFN (IE) website and all content, services and products available at or through the website, including, but not limited to our Forum Software, our Support Forum and our provision of Hosting services (“Hosting”), (taken together, the Website). The Website is owned by Open Food Foundation (Australia) (“OFF (A)”) and is operated by OFN (IE), which is part of Open Food Network (“OFN”) a global co-operative. The Website is offered subject to your acceptance (without modification) of all of the terms and conditions contained herein and all other operating rules, procedures and policies (including, without limitation, Privacy Policy, API and Data Use Policy, Copyright Infringement Policy and Community Guidelines) that may be published from time to time on this Website by OFN (IE) (collectively, the “Agreement”). The purpose of the Open Food Network is to accumulate and protect a commons (“the open food web”) of open source knowledge, code, applications and platforms to support the proliferation of fair and sustainable food systems across the globe. OFN (IE) is a platform co-operative in which members contribute to the commonwealth of the co-operative in line with their use of the service and their ability to pay. Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by OFN (IE), acceptance is expressly limited to these terms. References to “we”, “us”, “our” or “Open Food Network Ireland” refer to the Open Food Network Ireland co-operative.

1. Your OFN (IE) Account If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. You must immediately notify OFN (IE) of any unauthorized uses of your account or any other breaches of security. OFN (IE) will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2. Responsibility of Contributors If you post material to the Website, post links on the Website or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file or any other post-able content. By making Content available, you represent and warrant that: the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party; if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content; you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms; the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content; the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing); the Content is not pornographic, does not contain threats or incite violence and does not violate the privacy or publicity rights of any third party; the content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and web sites and similar unsolicited promotional methods; the content is not named in a manner that misleads your readers into thinking that you are another person or company; and you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by OFN (IE) or otherwise. you will conform to the regulations of the General Data Protection Regulation including (but not restricted to) the following: Inform your customers what information you collect about

them and how is it processed. Give your customers the right to restrict that processing. Give your customers access to their data and agree to correct any incorrect information. Erase customer data if they request deletion.

1. Payment Producers without a shopfront do not pay for their listing on OFN. Any enterprise which opens a shopfront, following an initial free trial period will be asked to contribute to the running costs of OFN. The minimum contribution will be £1 per month. Enterprises are encouraged to set their contribution levels in line with a) their ability to pay and b) the value that they feel they are receiving from the service. Shopfront enterprises which do not make a contribution to costs will be closed.

2. Content policy Our content policy relates to any material you may post on the Open Food Network website or through the Service, which we call "Content". This includes profile information and any other material, whether text, graphics, or any other format, which you may post on Open Food Network itself or link to from Open Food Network. All Content posted to the Service is your responsibility. If we reasonably consider that Content might be illegal or unlawful by any law having jurisdiction over you, you agree that we may submit any information to any relevant authority or person and we have your consent to do so. We claim no ownership or control over any Content that you post to the Service. You retain any intellectual property rights to the Content you post, in accordance with applicable law. By posting Content, you represent that you have the rights to reproduce that Content (and the right to allow us to serve such Content) without violation of the rights of any third party. You agree that you will bear any liability resulting from the posting of any Content that you do not have the rights to post and that you will indemnify us in respect of any breach of this clause. You grant us a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content, solely for the purpose of displaying, distributing and promoting the contents of your account, through any part of the Service including through our API, feeds, and external clients. Each time you post Content to the Service, you represent that our use of the Content consistent with that licence will not cause us to breach any laws or infringe any person's intellectual property. If you delete Content, we will use reasonable efforts to remove it from the Service, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

4.1 Structured Data

There is a subset of Content that we refer to as "Structured Data". Structured Data is Content that represents simple facts, rather than creative effort. For instance, locations, dates, or the type and number of

products you have listed. Structured Data may be created explicitly by you or implicitly by the Website in response to your activity. You acknowledge that you have no copyright or moral rights in Structured Data. By using the Service, you acknowledge that Structured Data will be compiled and stored by us, and that any Structured Data pertaining to you or your activity may be made available for use by third parties under a Creative Commons Attribution ShareAlike (CC-BY-SA 3.0) license. You also agree that attribution for the Structured Data under the terms of the Creative Commons license will be given to Open Food Foundation.

4.2 Transactional / Enterprise Data

As a Customer or Enterprise User, you will place data into the system that is related to transactions, payment methods. As an Enterprise, your account will contain information about your customers etc. We encourage Enterprises to exercise care and comply with behaviour outlined in this Agreement and Privacy Policy, but we are not responsible or liable for how Enterprises use their Customers' data. As Enterprises, you will put information into the system relating to your payment methods etc. Aside from what you put in publicly viewable fields, this information will not be available to any other users, or passed on by us to any other party. Your Enterprise data can be extracted from the site via csv

4.3 Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which we, any user, or any provider of Content links, or that link to us. We do not have any control over those websites and webpages, and are not responsible for their contents or their use. By linking to an external website or webpage, we do not represent or imply that we endorse such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. We disclaim any responsibility for any harm resulting from your use of external websites and webpages, whether that link is provided by us or by any provider of Content on the Service.

4.4 How we deal with problem Content

You agree that by using the Service, you may be exposed to content you find offensive or objectionable. We do not pre-screen content. However, you acknowledge that we have the right (but not the obligation), in our sole discretion, to remove or refuse to remove any content from the Service. If such content is reported to us, it will be our sole discretion as to what action, if any, should be taken. If we receive notification of an alleged infringement of copyright, we will follow our Copyright Infringement Policy. If any Content you have submitted is reported to us as violating this Agreement, you agree that we may call upon you to change,

modify, or remove that Content, within a reasonable amount of time, as defined by us. If you do not follow this directive, we may terminate your account.

3. Responsibility of Website Visitors OFN (IE) has not reviewed, and cannot review, all of the material posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, OFN (IE) does not represent or imply that it endorses the material there posted or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes and other errors. The Website may also contain material that violates the privacy or publicity rights or infringes the intellectual property and other proprietary rights of third parties or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. OFN (IE) disclaims any responsibility for any harm resulting from the use by visitors of the Website or from any downloading by those visitors of content there posted.

4. Resale of Services You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service, except as is permitted under any API and Data Use Policy we develop, open source license pertaining to the Service's source code, or Creative Commons licenses pertaining to Content.

5. Content Posted on Other Websites We have not reviewed, and cannot review, all of the material, made available through the websites and webpages to which OFN (IE) links and that link to OFN (IE) or to OFN. Neither OFN nor OFN (IE) has any control over those websites and webpages and neither of them is responsible for their contents or their use ("non-controlled websites"). By linking to such non-controlled websites or webpages, neither OFN nor OFN (IE) represents or implies that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses and other harmful or destructive content. OFN (IE) disclaims any responsibility for any harm resulting from your use of such non-controlled websites and webpages.

6. Copyright Infringement and DMCA Policy As OFN (IE) asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked

to by OFN (IE) violates your copyright, and if this website resides in Ireland, you are encouraged to notify OFN (IE) in accordance with OFN (IE)'s digital media protection and communications policies which are available from lovelocal@openfoodnetwork.ie. OFN (IE) will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. OFN (IE) will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of OFN (IE) or others. In the case of such termination OFN (IE) will have no obligation to provide a refund of any amounts previously paid to OFN (IE).

7. Intellectual Property This Agreement does not transfer from OFN (IE) to you any OFN (IE) or third party intellectual property and all right, title and interest in and to such property will remain (as between the parties) solely with OFN (IE). OFN (IE), the OFN (IE) logo and all other trademarks, service marks, graphics and logos used in connection with OFN (IE) or the Website are trademarks or registered trademarks of OFN (IE) or OFN (IE)'s licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any OFF (A), OFN, OFN (IE) or third-party trademarks.

8. Advertisements OFN reserves the right to display advertisements on your Content.

9. Attribution OFN (IE) reserves the right to display attribution links such as 'Powered by OFN (IE)', theme author and font attribution in your Content footer or toolbar. Footer credits for OFN (IE) may not be removed.

10. Changes OFN (IE) reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. OFN (IE) may also, in the future, offer new services and/or features through the Website (including the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

11. Termination OFN (IE) may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice,

effective immediately. If you wish to terminate this Agreement or your OFN (IE) account (if you have one), you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

12. Disclaimer of Warranties The Website is provided “as is”. OFN (IE) and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither OFN (IE) nor its suppliers and licensors, makes any warranty that the Website will be error-free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

13. Limitation of Liability In no event will OFN (IE) or its suppliers or licensors be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to OFN (IE) under this Agreement during the twelve (12) month period prior to the cause of action. OFN (IE) shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

14. General Representation and Warranty You represent and warrant that (i) your use of the Website will be in strict accordance with the OFN (IE) Privacy Policy and OFN Community Guidelines, with this Agreement and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city or other governmental area, regarding online conduct and acceptable content and including all applicable laws regarding the transmission of technical data exported from the country in which this website resides or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

15. Indemnification You agree to indemnify and hold harmless OFN (IE), its contractors and its licensors and their respective directors, officers, employees and agents from and against any and all claims and expenses, including legal fees, arising out of your use of the Website,

including, but not limited to, your breach of this Agreement.

16. Miscellaneous This Agreement constitutes the entire agreement between OFN (IE) and you concerning the subject matter hereof and it may only be modified by a written amendment signed by an authorized executive of OFN (IE) or by the posting by OFN (IE) of a revised version. Except to the extent applicable by law, if any, this Agreement and any access to or use of the Website will be governed by the laws of Ireland excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to any of the same will be the courts and judicial system located in Ireland. Except for claims for injunctions or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the rules of the arbitration service operating at the time in Ireland. The arbitration shall take place within the Irish system, in the English language and the arbitration decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and legal fees. If any part of this Agreement is held invalid or unenforceable that part will be construed to reflect the parties' original intent and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to and is competent and able to, be bound by its terms and conditions; OFN (IE) may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and any permitted assignees.



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