

ENVIRONMENTAL PROTECTION AGENCY PRIVACY POLICY & TERMS OF USE OF EPA WEBSITES

PRIVACY POLICY (last revised 7 June 2018)

This privacy and cookies policy (**Policy**) refers to the websites, portals and applications listed in the Schedule (individually a **Website** and, together, the **Websites**). The Websites are operated by the Environmental Protection Agency, a statutory body established pursuant to the Environmental Protection Agency Act, 1992 (**we, our** or **EPA**). This Policy also applies, to the extent applicable, to personal data provided by you pursuant to a phone call to our call centre, engagement with our staff and/or where you engage with one of our services. This Policy applies to all products and services offered by the EPA (the **Service**).

The Policy sets out the basis on which any personal data which we collect from you, or that you provide to us, or that is provided to us by a third party, will be processed by us. In this Policy, the term **personal data** means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, our possession, and includes personal data as described in Data Protection Legislation (as defined below).

Please read the following carefully. Entering into this Website, or providing personal data to the EPA over the phone, and accepting the terms of this Policy, indicates that the user (either **user** or **you**) has reviewed this Policy and has agreed to be bound by it. You will be required to expressly accept and consent to this Policy before we process your personal data. We will keep a record of your consent in this regard. If you do not agree to these terms you must leave the Website immediately, or not provide any personal data to us over the phone or via our Service.

We will handle your personal data in accordance with Data Protection Legislation. **Data Protection Legislation** means the Data Protection Acts 1988 to 2018 and Directive 95/46/EC, any other applicable law or regulation relating to the processing of personal data and to privacy (including the E-Privacy Directive and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011), as such legislation shall be amended, revised or replaced from time to time, including by operation of the General Data Protection Regulation (EU) 2016/679 (**GDPR**) (and laws implementing or supplementing the GDPR or the E-Privacy Regulations).

As a statutory body the EPA may process your personal data on the basis that is carrying out a task in the public interest or in the exercise of official authority vested in the EPA pursuant to the Environmental Protection Agency Act 1992, as amended, other environmental legislation and regulation or other relevant legislation. If you have any queries related to the basis upon which we process your personal data please contact us at dpo@epa.ie.

WHAT INFORMATION DO WE GATHER FROM YOU?

We fully respect your right to privacy in relation to your interactions with the Website and the EPA and endeavour to guarantee to be transparent in our dealings with you as to what information we will collect and how we will use your information. Also, we only collect and use personal information where we are legally entitled to do so. Information in relation to personal data collected by Irish entities is available on www.dataprotection.ie, the website of the Irish Data Protection Commissioner (**DPC**).

You may be asked to provide the following categories of data, or for example, in connection with research grant applications and maintenance of such grants, we will be provided with the following:

- Name
- Gender
- Photos

- Role
- Qualifications
- C.V details
- Organization
- Department
- Email address
- Phone number
- Physical address
- Details of complaints being submitted to the EPA
- Financial information
- Account details
- Credit card details
- Technical information
- Health data, including radiation levels
- Details of previous convictions
- PPS Numbers
- Revenue information
- Bank A/C details
- Pension details
- Leave records (including maternity, paternity and adoptive leave)
- Contract of employment and HR details
- Voluntary and other deductions for the processing of payroll
- Salary and other benefits (including in-kind)
- Time and attendance records
- Travel, subsistence and other reimbursable expenses

We may also ask for additional information including the nature of any enquiries or complaints you may make. We endeavour to only collect data that is relevant to your request.

We endeavour to keep all personal data that you provide to us accurate and up-to-date. As such, you must tell us about any changes to such information as soon as possible. You can do this by contacting us using the contact details in our 'How to Contact Us' section of this Policy. You may unsubscribe from emails and other updates by selecting the Unsubscribe button at the foot of every communication. When registering with us, you will be asked whether or not you consent to us sending you electronic communications/direct marketing. We may ask different questions for different services.

There may be other instances in which we collect "general information" from you. This may include information recorded by our server logs from your browser such as your Internet Protocol (IP) address which enables us to identify your computer or device on a Transmission Control Protocol/Internet Protocol (TCP/IP) network like the internet, and the specific website page you requested. General information, including cookies may be collected from you whenever you access or use the website.

If you are aged 16 or under, please get your parent/guardian's permission before you provide any of your data to us.

COOKIES

A cookie is a small text file that is placed on your device by a web server which enables a website and/or mobile application to recognise repeat users, facilitate the user's ongoing access to and use of a website and/or mobile app and allows the website and/or mobile app to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. We collate information in relation to the Service which is represented in aggregate format through cookies. They help us to improve our service and to deliver many of the functions that make your browser experience more user friendly.

By using the Websites or the Service and accepting the terms of this Privacy Policy you are consenting to the use of cookies as described in this Privacy Policy (i.e. you are agreeing to the placement of cookies on your device unless you specifically choose not to receive cookies). You will be given the opportunity to object to the use of cookies on the website by way of a 'pop-up'.

The 'Help Menu' on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. You can also disable or delete similar data used by browser add-ons, such as flash cookies, by changing the add-on's settings or visiting the website of its manufacturer.

For more information about cookies and managing them including how to turn them off, please visit www.cookiecentral.com. However, because cookies allow you to take advantage of some of our website's essential features, we recommend you leave them turned on as otherwise you may not be able to fully experience the interactive features of our website or other related websites which you visit.

We may use third parties such as Google Analytics to collect user information, including through the use of cookies (flash and non-flash) and web beacons. They help us to improve our website and to deliver many of the functions that make your browser experience more user friendly.

You should also be aware that there are cookies which are found in other companies' internet tools which we may use to enhance the website. You may see 'social buttons' during your use of the Website, including but not limited to Twitter and Facebook, which enable you to share or bookmark certain web pages. These websites have their own cookies, which are controlled by them.

HOW WILL WE USE THE INFORMATION WE GATHER?

We will use the information we collect to:

- To fulfil our legal, regulatory and risk management obligations
- To review applications for research and other grant funding with respect to which you may be involved or a party to (relating to both successful and unsuccessful applications)
- Respond to your enquiry or complaint
- Provide information requested by you
- Manage and administer our relationship with you or with an entity (for example, a university) with which you are associated in a manner relevant to our legitimate interests (for example, the administration of grant funding)
- Understand how visitors interact with our Websites
- Produce statistics to improve and develop our Website and Service
- If you agree, to email you about other products and services and information we think may be of interest to you
- Issue invitation to project evaluators
- Issue invitation to research calls

We wish to remind you that this Policy applies to personal data that we collect/process through your use of the Website. It does not apply to any links to third-parties' websites and/or services, such as third-party applications, that you may encounter when you use the Website. You acknowledge that the service that we provide may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party and the use by any such third-party of your personal data. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Website. We encourage you to carefully familiarise yourself with terms of use and privacy policies applicable to any websites and/or services

operated by third parties. Please be aware that we are not responsible for the privacy practices of any third parties.

The personal data that we collect from you may be transferred to, and stored by the EPA. It may also be processed by our staff. By submitting your personal data, you agree to this transfer, storing or processing of your personal data by EPA for the purposes set out in this Policy.

ARE THERE CASES WHERE WE MAY USE YOUR INFORMATION TO CONTACT YOU?

We may contact you:

- for administration reasons related to the service to which you have signed up (e.g. to provide you with password reminders or to notify you that a particular service, activity or online content has been suspended for maintenance, or in response to a question that you ask us);
- to provide you with information about our services, activities or online content. We will only contact you if we have a legitimate business interest to or where you have provided your consent to us to contact you. It will be made clear to you when we are requesting your consent to contact you, for example, by providing tick boxes for you to decide whether you wish to receive e-newsletters;
- to invite you to participate in surveys about our services (participation is always voluntary).

Where we wish to use your personal information in any other way, we will ensure that we have a legitimate business interest to use your personal data or we will notify you and get your consent first. You will be given the opportunity to withhold or withdraw your consent for the use of your personal information for purposes other than those listed in this Policy.

WHAT RIGHTS DO YOU HAVE?

As a data subject, you have the following rights under the Data Protection Legislation:

- the right of access to personal data relating to you;
- the right to correct any mistakes in your personal data;
- the right to ask us to stop contacting you with direct marketing;
- rights in relation to automated decision taking;
- the right to restrict or prevent your personal data being processed;
- the right to have your personal data ported to another data controller;
- the right to erasure; and
- the right to complain to the DPC if you believe we have not handled your personal data in accordance with the Data Protection Legislation.

These rights are explained in more detail below, but if you have any comments, concerns or complaints about our use of your personal data, please contact us (see 'How to contact us' below). We will respond to any rights that you exercise within a month of receiving your request, unless the request is particularly complex or cumbersome, in which case we will respond within three months (we will inform you within the first month if it will take longer than one month for us to respond). Where a response is required from us within a particular time period pursuant to Data Protection Legislation, we will respond within that time period.

Right to access to personal data relating to you

You may ask to see what personal data we hold about you and be provided with:

- a summary of such personal data and the categories of personal data held;
- details of the purpose for which it is being or is to be processed;

- details of the recipients or classes of recipients to whom it is or may be disclosed, including if they are overseas and what protections are used for those overseas transfers;
- details of the period for which it is held (or the criteria we use to determine how long it is held);
- details of your rights, including the rights to rectification, erasure, restriction or objection to the processing;
- any information available about the source of that data;
- whether we carry out automated decision-making, or profiling, and where we do, information about the logic involved and the envisaged outcome or consequences of that decision making or profiling; and
- where your personal data are transferred out of the EEA, what safeguards are in place.

Requests for your personal data must be made to us (see 'How to contact us' below) specifying what personal data you need access to, and a copy will be retained on our files. To help us find the information easily, please give us as much information as possible about the type of information you would like to see.

If, to comply with your request, we would have to disclose information relating to or identifying another person, we may need to obtain the consent of that person, if possible. If we cannot obtain consent, we may need to withhold that information or edit the data to remove the identity of that person, if possible.

There are certain types of data which we are not obliged to disclose to you, which include personal data which records our intentions in relation to any negotiations with you where disclosure would be likely to prejudice those negotiations.

We are entitled to refuse a data access request from you where (i) such request is manifestly unfounded or excessive, in particular because of its repetitive character (in this case, if we decide to provide you with the personal data requested, we may charge you a reasonable fee to account for administrative costs of doing so), or (ii) we are entitled to do so pursuant to Data Protection Legislation.

Right to update your personal data or correct any mistakes in your personal data

You can require us to correct any mistakes in your personal data which we hold free of charge. If you would like to do this, please:

- email, call or write to us (see 'How can you contact us' below);
- let us have enough information to identify you (e.g. name, registration details); and
- let us know the information that is incorrect and what it should be replaced with.

If we are required to update your personal data, we will inform recipients to whom that personal data have been disclosed (if any), unless this proves impossible or has a disproportionate effort. It is your responsibility that all of the personal data provided to us is accurate and complete. If any information you have given us changes, please let us know as soon as possible (see 'How to contact us' below).

Right to ask us to stop contacting you with direct marketing

You can ask us to stop contacting you for direct marketing purposes. If you would like to do this, please:

- email, call or write to us (see 'How can you contact us' below). You can also click on the 'unsubscribe' button at the bottom of the email newsletter. It may take up to 5 days for this to take place; and

- let us know what method of contact you are not happy with if you are unhappy with certain ways of contacting you only (for example, you may be happy for us to contact you by email but not by telephone).

We will provide you with information on action taken on a request to stop direct marketing - this may be in the form of a response email confirming that you have 'unsubscribed'.

Unsubscribing from direct marketing does not unsubscribe you from essential electronic communications in respect of the administration of any relevant account.

Rights in relation to automated decision taking (if applicable)

Pursuant to GDPR, you may ask us to ensure that, if we are evaluating you, we don't base any decisions solely on an automated process and have any decision reviewed by a member of staff.

Profiling may occur in relation to your personal data for the purposes of targeted advertising and de-targeting you from specified advertising. This allows us to tailor our advertising to the appropriate customers and helps to minimise the risk of you receiving unwanted advertising. We do not currently carry out any profiling. If there is a change to our procedures in this regard we will update this Policy.

These rights will not apply in all circumstances, for example where the decision is (i) authorised or required by law, (ii) necessary for the performance of a contract between you and us, or (iii) is based on your explicit consent. In all cases, we will endeavour that steps have been taken to safeguard your interests.

Right to restrict or prevent processing of personal data

In accordance with Data Processing Legislation, you may request that we stop processing your personal data temporarily if:

- you do not think that your data is accurate (but we will start processing again once we have checked and confirmed that it is accurate);
- the processing is unlawful but you do not want us to erase your data;
- we no longer need the personal data for our processing; or
- you have objected to processing because you believe that your interests should override the basis upon which we process your personal data.

If you exercise your right to restrict us from processing your personal data, we will continue to process the data if:

- you consent to such processing;
- the processing is necessary for the exercise or defence of legal claims;
- the processing is necessary for the protection of the rights of other individuals or legal persons; or
- the processing is necessary for public interest reasons.

Right to data portability

In accordance with Data Protection Legislation, you may ask for an electronic copy of your personal data that you have provided to us and which we hold electronically, or for us to provide this directly to another party. This right only applies to personal data that you have provided to us – it does not extend to data generated by us. In addition, the right to data portability also only applies where:

- the processing is based on your consent or for the performance of a contract; and

- the processing is carried out by automated means.

Right to erasure

In accordance with Data Protection Legislation, you can ask us to erase your personal data where:

- you do not believe that we need your personal data in order to process it for the purposes set out in this Policy;
- if you had given us consent to process your personal data, you withdraw that consent and we cannot otherwise legally process your personal data;
- you object to our processing and we do not have any legal basis for continuing to process your personal data;
- your data has been processed unlawfully or have not been erased when it should have been;
- or
- the personal data have to be erased to comply with law.

We may continue to process your personal data in certain circumstances in accordance with Data Protection Legislation.

Where you have requested the erasure of your personal data, we will inform recipients to whom that personal data have been disclosed, unless this proves impossible or involves disproportionate effort. We will also inform you about those recipients if you request it.

Right to complain to the DPC

If you do not think that we have processed your personal data in accordance with this Policy, please contact us in the first instance. If you are not satisfied, you can complain to the DPC or exercise any of your other rights pursuant to Data Protection Legislation. Information about how to do this is available on the DPC website at <https://www.dataprotection.ie>.

OFFENSIVE CONTENT

If you post or send content which may reasonably be deemed to be offensive, inappropriate or objectionable anywhere on the Website or otherwise engage in any disruptive behaviour on any Website or the Service, we may remove such content.

Where we reasonably believe that you are or may be in breach of any applicable laws, for example on hate speech, we may disclose your personal information to relevant third parties, including to law enforcement agencies or your internet provider. We would only do so in circumstances where such disclosure is permitted under applicable laws, including Data Protection Legislation.

DO WE PROTECT YOUR PERSONAL INFORMATION?

We do our utmost to protect user privacy through the appropriate use of security technology. We restrict access to personal data to employees, contractors and agents who need to know such personal data in order to operate, develop or improve the services that we provide. We ensure that we have appropriate physical and technological security measures to protect your information; and we ensure that when we outsource any processes that the service provider has appropriate security measures in place. However, the Website contains hyperlinks to websites owned and operated by third parties. These third party websites have their own privacy policies, including cookies. We do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing of your personal data. In particular, we will

consider the risks presented by accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of any data transmitted to our Website and any such transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from (i) the transfer of data over communications networks and facilities, including the internet, or (ii) any delay or delivery failure on the part of any other service provider not contracted by us, and you acknowledge that the Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities. You will appreciate that we cannot guarantee the absolute prevention of cyber-attacks such as hacking, spyware and viruses. Accordingly, you will not hold us liable for any unauthorised disclosure, loss or destruction of your personal data arising from such risks.

BREACH REPORTING

We will notify serious data breaches to the DPC without undue delay, and where feasible, not later than 72 hours after having become aware of same. If notification is not made after 72 hours, we will record a reasoned justification for the delay; however, it is not necessary to notify the DPC where the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. A personal data breach in this context means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

We will keep a record of any data breaches, including their effects and the remedial action taken, and will notify you of any data breach affecting your personal data (which poses a high risk to you) when we are required to do so under Data Protection Legislation. We will not be required to notify you of a data breach where:

- we have implemented appropriate technical and organisational measures that render the personal data unintelligible to anyone not authorised to access it, such as encryption; or
- we have taken subsequent measures which ensure that the high risk to data subjects is not likely to materialise; or
- it would involve disproportionate effort, in which case we may make a public communication instead.

WITHDRAWAL OF CONSENT

If you no longer consent to our processing your personal data (in respect of any matter referred to in this Policy as requiring your consent), you may request that we cease such processing by contacting us via the 'How to contact us' facility referred to below. Please note that if you withdraw your consent to such processing, for example, in the use of cookies, it may be possible for us to provide all or part of the Service to you.

WHO WE SHARE DATA WITH

We may disclose your personal information to any business unit, company or other corporate entity under the control and direction of the EPA. We may also, in the exercise of our official authority, disclose your personal information to local government authorities or the Department of Health.

Where we have received your personal information in connection with an EPA funded or sponsored research project, we may publish, record, archive and make available your personal data in connection

with the publication and dissemination of applicable research results, to the extent reasonably required, and in pursuance of our legitimate interests.

As stated above, with your consent or where we have a legitimate business interest, we may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these. We reserve the right to access and disclose personal data in compliance with Data Protection Legislation.

We may use a third party service provider to send out our newsletter and administer our mailing list.

We may also use service providers to help us run the Website or services available on the Website. Any third parties who access your data in the course of providing services on our behalf are subject to strict contractual restrictions to ensure that your data is protected, in compliance with Data Protection Legislation.

Please note that the EPA is a statutory body to which the Freedom of Information Act 2014 (**FOI 2014**) applies and may be subject to 'freedom of information' requests pursuant to that legislation. Information shared with the EPA may be disclosable by the EPA pursuant to FOI 2014.

WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“**EEA**”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you consent to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Policy. The safeguards in place with regard to the transfer of your personal data outside of the EEA are the entry by us into appropriate contracts with all transferees of such personal data.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

RETENTION OF PERSONAL DATA

Any information that you provide to us will be kept and stored for such period of time as we deem necessary taking into account the purpose for which it was collected in the first instance, and our obligations under Data Protection Legislation. This may include retaining your personal data as necessary to administer your account (as applicable), comply with our legal obligations, to resolve disputes, to enforce our agreements, to support business and statutory operations and to continue to develop and improve our Service.

Where we retain information for Service/website improvement and development, we take steps to eliminate information that directly identifies you, and we only use the information to uncover collective insights about the use of our Service/websites, not to specifically analyse personal characteristics about you.

CHANGES TO THE POLICY

This Policy may be updated or changed from time to time at our the EPA's sole discretion. The date of the most recent revisions will appear on this page. If you do not agree to these changes, please do not continue to use this Website to submit personal information. If material changes are made to the Policy, we will notify you by placing a prominent notice on the Website or sending you a notification in relation to this. We will not process your personal data in a manner not contemplated by this Policy without your consent.

LEGAL INFORMATION AND HOW TO CONTACT US

The data controller (as defined in Data Protection Legislation) for the Website and services provided through the Website is the Environmental Protection Agency.

If you need to contact us with regard to any of your rights as set out in this Policy, all such requests should be sent by email to dpo@epa.ie or in writing to:

Data Protection Officer
Environmental Protection Agency
PO Box 3000
Johnstown Castle Estate
County Wexford
Y35 W821.

TERMS OF USE OF EPA WEBSITES (last revised 7 June 2018)

These terms and conditions (the **Terms**) govern your access to and use of the websites, portals and applications listed at Schedule 1, and the use and access of such by any applicable organisation by which you are engaged or employed. In these Terms, the **Websites** refers to all aspects of the aforementioned websites and portals and any relevant mobile applications offered by the Environmental Protection Agency.

The Websites are operated by the Environmental Protection Agency (**EPA, we or us**). The EPA is a statutory body, established pursuant to the Environmental Protection Agency Act, 1992.

Terms of Use

Access to and use of this Websites are provided by the EPA subject to the following.

1. Any reference to **you** or **your** shall refer to both the individual accessing the Websites and the organisation upon whose behalf he or she is employed or engaged and/or accessing the Websites.
2. Use of the Websites constitutes your acceptance of these Terms which take effect when you first use these Websites and are applicable to any subsequent or further use of the Websites. The EPA reserves the right to change these Terms at any time by posting changes online. You are responsible for reviewing regularly information posted online to obtain timely notice of such changes. Your continued use of any of the Websites after changes are posted constitutes your acceptance of this agreement as modified by the posted changes.
3. You must be at least sixteen (16) years of age to use the Websites.
4. Whilst the EPA endeavours to ensure that the Websites are normally available 24 hours a day, the EPA will not be liable if for any reason the Websites are unavailable at any time or for any period.
5. Access to the Websites may be suspended temporarily or permanently and without notice.
6. Whilst the EPA endeavours to ensure that the information on the Websites is correct, no warranty, express or implied, is given as to its accuracy and the EPA does not accept any liability for any content error or omission.
7. The EPA shall not be liable for any damages, (whether direct or indirect and including, without limitation, damages for loss of business or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Websites, or any material contained in it, or from any action or decision taken as a result of using the Websites or any such material.
8. As a convenience, the Websites may contain links to other websites which are maintained and operated by third parties. The linked websites are not under the control of the EPA, and the EPA is not responsible for the content available on any other websites linked to its Websites. Such links do not imply the EPA's endorsement, sponsorship or recommendation by the EPA of material on any other website and the EPA disclaims any warranties (express or implied) about the content and operation of these websites. The EPA disclaims any liability for links: (i) from another website to the EPA Websites; and (ii) to another website from the EPA Websites.
9. If any of these Terms 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 shall survive, remain in full force and effect and continue to be binding and enforceable.
10. By accessing any part of the Websites, you shall be deemed to have accepted these Terms in full, and the Terms herein set out comprise the entire Agreement. In the event that you, at any time, do not accept or no longer accept any or all of these Terms, you should immediately cease use of the Websites.
11. The EPA provides the Websites "as is" and "as available" and without any warranty or condition, express or implied. In particular (but without limitation), the EPA does not warrant that this Website will operate without interruptions, be timely, secure or error-free. The EPA does not warrant that the Websites or their contents are free from viruses or problems and the EPA is not responsible for any harm caused to your property from your use of the Websites

12. If you submit comments or content of any nature whatsoever (hereafter referred to as **User Content**) to the EPA, you agree and warrant that you created the User Content or have received permission from, or are duly authorised by, the owner of any part of the User Content to do so.
13. **Access to the information we hold on you**
 1. We process information about you in accordance with our [Privacy Policy](#). By using our Website you accept the terms of the Privacy Policy and you warrant that all data provided by you is accurate.
14. **Data Protection**
 1. For the purposes of this clause the following definitions shall apply:
 1. **EU Personal Data Legislation** means GDPR;
 2. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any amendments made thereto;
 3. **Irish Legislation** means the Data Protection Acts 1998 to 2018 and any other law or regulation applicable in Ireland relating to the processing of personal data and to privacy (including the E-Privacy Directive and implementing legislation in Ireland), as such legislation shall be amended, revised or replaced from time to time, including but not limited to by operation of the GDPR (and laws implementing or supplementing the GDPR in Ireland);
 4. **Regulatory Requirements** means the privacy and personal data legislation applicable to the processing of personal data, including the EU Personal Data Legislation and Irish Legislation, and such legislation as may replace the aforementioned legislation from time to time (and in the case of discrepancies or contradictions between different rules or regulations, the one which provides the highest degree of privacy and/or information security shall apply).
 5. **data subject, controller, personal data, joint controller, processing, processor, third country** shall be construed in accordance with the meaning given to them in the EU Personal Data Legislation.
 2. Where you upload personal data to any of the Websites, with respect to which both you and the EPA determine the means and purposes of processing as joint controllers, both you and the EPA shall be individually responsible, as a sole data controller, for its own processing of personal data pursuant to and/or in connection with the use of such Website.
 3. Where you upload personal data to any of the Websites, with respect to which each of you and the EPA separately determine the means and purposes of its respective processing, both you and the EPA shall be individually responsible, as a sole data controller, for its own processing of personal data pursuant to and/or in connection with the use of such Website.
 4. You and the EPA should aim for full compliance with the Regulatory Requirements and must provide reasonable recourses to its employees to enable processing of personal data in compliance with the Regulatory Requirements.
 5. Where you upload personal data to any of the Websites it is your responsibility to ensure that you have a proper legal basis under GDPR for doing so. Where you upload such personal data you shall ensure that the EPA Privacy Policy is brought to the attention of any affected individuals.
 6. You and the EPA shall inform the other of any requests from data subjects regarding rectification or erasure of personal data, or restriction or objection of the processing of personal data that is relevant for the other party. You and the EPA shall, to the extent that such a request affects the other Party's processing of personal data, comply with all such requests in accordance with the Regulatory Requirements.
 7. You and the EPA shall inform the other immediately if it becomes aware of, or suspects a personal data breach which is likely to affect or invoke the other party's obligations under

the Regulatory Requirements. The notifying party shall document all personal data breaches in accordance with the Regulatory Requirements. Both parties shall use reasonable endeavours to mitigate any damage suffered by a data subject.

15. User Conduct

1. You agree not to use this Website to do the following:
 1.
 - a. upload, post or otherwise transmit any material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
 - b. upload, post or otherwise transmit any material that you do not have the right to transmit under, or infringe, any law (including with intellectual property law) or contractual or fiduciary relationship;
 - c. post irrelevant material or repeatedly post the same or similar material unduly;
 - d. upload, post or otherwise transmit any unauthorised advertising, promotional materials, 'junk mail' or spam or any form of solicitation, except in those areas of the Website designated for such purposes;
 - e. anything that is in violation of any applicable law, rule or regulation;
 - f. transmit viruses, malware, or other malicious code.

16. Intellectual Property

1. These Terms confer only the right to use the Websites while these Terms are in effect and they do not convey any rights of ownership in or to the Website or any materials or information contained therein. All right, title and interest, including without limitation any copyright, patent, trade secret, or other intellectual property right in the Website will remain the EPA's sole property. Accordingly you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Website.

17. Indemnification

1. You agree to indemnify and hold the EPA, its parent, subsidiaries, affiliates, officers and employees, harmless from any claims, damages, expenses, liabilities, costs or demands, including legal expenses, made or brought by any third party due to or arising out of:
 1.
 - a. your use of the Website or any part thereof;
 - b. the violation of these Terms or any provision therein by you,
 - c. any intellectual property rights of any person or entity.

18. Limitation of Liability

1. The EPA shall not be liable for any loss of use, interruption of business, or any direct or indirect, special, incidental, or consequential damages of any kind (including but not limited to lost profits) regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even if the EPA has been advised of the possibility of such damages, howsoever arising, out of use of the Websites.

19. Term and Termination

1. We do not guarantee that the Websites will always be available or uninterrupted. We reserve the right to discontinue offering the Websites or to modify the Websites at any time in our sole discretion and without notice. We may also, in our sole discretion, terminate or suspend your access to the Websites at any time. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

20. Jurisdiction and Applicable Law

1. The Irish courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Websites. The place of performance of these Terms shall be Ireland. This, however, shall not prevent the EPA from pursuing a claim for breach of contract, copyright infringement or otherwise in respect of these Terms or the Websites in any other jurisdiction. These terms of use and any dispute or claim arising out of or in

connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

21. Questions or Concerns

1. Should you have any questions regarding these terms, please contact us via email at dpo@epa.ie.

SCHEDULE

Websites/Portals/Apps

<https://www.niece.ie/SitePages/Home.aspx>
<http://web.epa.ie/Article27Register/>
<https://www.edenireland.ie>
<http://www.catchments.ie/>
<http://www.beaches.ie>
<http://erc.epa.ie/water/wells>
<http://erc.epa.ie/air/mobile/>
<http://erc.epa.ie/safer/>
<http://erc.epa.ie/smartsimple/>
<https://epa.smartsimple.ie/>
<http://erc.epa.ie/droplet/>
<http://erc.epa.ie/h2020catalogue>
<http://erc.epa.ie/nsdb/>
http://erc.epa.ie/public_consultation
<http://erc.epa.ie/clrtap/>
<http://gis.epa.ie/>
<https://alder.edenireland.ie/>
<http://aer.epa.ie/reporting/pgLogon.aspx>
<http://prtr.epa.ie/>
<http://prtr.epa.ie/map/default.aspx>
<https://lema.epa.ie/complaints>
<http://www.climatecouncil.ie/>
<http://web.epa.ie/odwn/login.aspx>
<http://www.thestoryofyourstuff.ie/>
<https://ets.epa.ie/>
<http://greenbusiness.ie/>

<http://www.localprevention.ie/>
<http://www.greenhealthcare.ie/>
<http://www.stopfoodwaste.ie/>
<http://www.epa.ie>
<http://www.epa.ie/mobile>
<http://www.livegreen.ie/>
<http://www.epa.ie/livegreen/>
<http://www.radon.ie/>
<http://www.epa.ie/radon>
<http://www.begreen.ie/>
<http://www.epa.ie/begreen>
<http://www.irelandsenvironment.ie>
<http://www.epa.ie/irelandsenvironment/>
<http://www.epa.ie/hydronet/>
<http://www.solvents.ie/>
<http://www.epa.ie/air/airenforcement/solvents/>
<http://www.wastereport.ie/>
<http://www.epa.ie/nationalwastestatistics/>
<http://www.drinkingwater.ie>
<http://www.epa.ie/water/dw/>
<http://art11.epa.ie/Article11/>
<http://airquality.epa.ie/>

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