

IMPORTANT: If you are the School Coordinator creating your School's administration account on DOTS, by accepting these Terms of Use, you are also deemed to accept the [TERMS OF SERVICE](#) and the [DATA PROCESSING ADDENDUM](#).

DOTS PLATFORM TERMS OF USE

Last updated: 1 April 2021

1 WHO WE ARE AND WHAT THESE TERMS DO

- 1.1 The Drumcondra Online Testing System and the [online] testing and scoring services purchased by your school ("**DOTS**") is provided to you by the Educational Research Centre, a statutory body established under section 54 of the Education Act 1998. Our registered office is DCU, St. Patrick's College Campus, D09 AN2F Ireland ("**ERC**", "**us**", "**we**", "**our**").
- 1.2 When we say "you" in these Terms, we mean you, being either a user whose use of DOTS has been authorised by the Principal or other administrator of your school's DOTS account ("**Account Administrator**") or, where applicable, the Account Administrator itself.
- 1.3 These terms of use ("**Terms of Use**") govern your access to and use of DOTS.
- 1.4 Your access to and use of DOTS is subject to your acceptance of and compliance with these Terms. Each time you access or use DOTS (including any updates), you agree to the then current version of these Terms. If you do not agree to the current version of these Terms, you are not permitted to continue accessing or using DOTS.

2 INTENDED USERS / ACCOUNT INFORMATION

- 2.1 You are only permitted to access, and use DOTS if you have been assigned specific log-in credentials by the Account Administrator. You are not permitted to use a colleague's log-in details. If you do not have your own log-in credentials, you are not permitted to access or use DOTS and must stop using it immediately.
- 2.2 Please contact your Account Administrator if you need to be granted access.
- 2.3 You are responsible for safeguarding your login details that you use to access your account and for any actions taken by anyone accessing your account where you have provided them with your login details or have been reckless with your account security.

3 USER RESPONSIBILITIES

- 3.1 You must make sure that all the information you receive through DOTS is used, and is kept safe and secure, at all times in line with best educational practice and that

you comply with applicable laws (including data protection laws) in connection with your use of DOTS and collection and use of personal data obtained through it.

3.2 You agree that you will not:

- 3.2.1 use DOTS in any way that damages DOTS or impairs the performance, availability or accessibility of DOTS;
- 3.2.2 lease, sub-license, loan, resell, provide, or otherwise make available DOTS in any form, in whole or in part, to any person without prior written consent from us;
- 3.2.3 use DOTS in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into DOTS);
- 3.2.4 infringe our intellectual property rights or those of any third party in relation to your use of DOTS;
- 3.2.5 transmit any material that is defamatory, offensive, unlawful, infringes any person's privacy or other rights or otherwise objectionable in relation to your use of DOTS;
- 3.2.6 use DOTS in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- 3.2.7 collect or harvest any information or data from DOTS or our systems;
- 3.2.8 conduct any systematic or automated data collection activities, for example scraping, data mining, data extraction and data harvesting;
- 3.2.9 translate, merge, adapt, vary, alter or modify, the whole or any part of DOTS nor permit DOTS or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use DOTS on devices as permitted in these Terms;
- 3.2.10 disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of DOTS nor attempt to do any such things, except as required by applicable law; or
- 3.2.11 access or otherwise interact with our Platform using any robot, spider or other automated means, except for the purpose of search engine indexing.

3.3 We have taken efforts to design DOTS in such a way as to reduce the risk of cheating or plagiarism. However, you remain responsible for monitoring and ensuring compliance with the rules of any test students take through DOTS.

4 WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

4.1 DOTS may contain links to and content from other independent websites or apps which are not provided by us. These are not under our control, and we are not

responsible for and have not checked and approved their content, terms of use or privacy policies (if any).

- 4.2 You will need to make your own independent judgement about whether to use any independent websites, apps or content.

5 AVAILABILITY AND SUPPORT SERVICES

- 5.1 We work hard to try to keep DOTS and the Services available to Authorised Users and students from 9am to 6pm Monday to Friday. Sometimes parts or all of DOTS or its functionality may not be available during these hours (for example, if we need to carry out important maintenance to fix issues and make sure DOTS functions properly or if one of our technology providers suffers an outage).

- 5.2 If you want to learn more about DOTS or have any problems using it you should take a look at our FAQs, available at www.tests.erc.ie, and support resources available through DOTS.

- 5.3 If you are still experiencing issues, please [contact us](#).

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 All intellectual property rights in DOTS throughout the world belong to us or our licensors and the rights in DOTS are licensed (not sold) to you. You have no intellectual property rights in, or to, DOTS or the tests, materials or other content made available through DOTS other than the right to use them in accordance with these Terms of Use. All rights in DOTS are reserved.

- 6.2 You are permitted to download and print certain information from DOTS related to the administration of tests (e.g. administration manuals) solely for use in your

professional capacity. You are not entitled to use the content of DOTS for commercial exploitation in any circumstances.

7 WE MAY END YOUR RIGHTS TO USE DOTS IF YOU BREAK THESE TERMS

7.1 We may end your rights to use DOTS at any time by contacting you if you have broken these Terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

7.2 If we end your rights to use DOTS, we will delete your account.

8 CHANGES TO THESE TERMS

8.1 We may need to change these Terms of Use from time to time. We will notify you of any change by posting them on DOTS. Changes are effective from the date specified by us at that time.

8.2 By using or accessing DOTS after the changes take effect, you agree to be legally bound by the amended Terms. If you do not accept the notified changes you will not be permitted to continue to use DOTS.

9 OTHER IMPORTANT TERMS

9.1 If we have to contact you we will do so by email, using the contact details listed in the school's DOTS account or through a notification through DOTS.

9.2 Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

9.3 Any failure by us to exercise or any delay by us in exercising a right or remedy does not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver by us of any breach of, or any default under, any provision of the Terms is not a general waiver or a waiver of any subsequent default or breach and in no way affects the other terms of the Terms.

9.4 The existence, formation, interpretation, operation and termination of these Terms and any matters or disputes arising out of or in connection with them (whether contractual or non-contractual), are governed by and interpreted in accordance with the laws of Ireland. The Courts of Ireland will have exclusive jurisdiction on any matter or dispute (whether contractual or non-contractual) between you and us arising out of or in connection with DOTS or the Terms.

10 CONTACT US

10.1 If you have any queries relating to the Platform or the Services, please contact our support desk. The support desk is open from 9am to 5pm, Monday to Friday (excluding public holidays). You can contact the support desk by email at dots@erc.ie.