



Wwoof IRELAND C.L.G.
Ratooragh
Schull
Co. Cork
P81FE06
Ireland

REGISTERED CHARITY NUMBER: 20143930
COMPANIES REGISTRATION OFFICE NUMBER: 520342

info@wwoof.ie
<https://wwoof.ie>

General Terms of Use

Wwoof Ireland is a not for profit company limited by guarantee. Company Reg no. 520342. Registered address: Ratooragh, Schull, Co. Cork, Ireland. Wwoof Ireland is registered with the Irish Charities Regulator. Registered Number: 20143930.

Wwoof Ireland owns the Wwoof Platform (“WP”) which is the web platform used by this website. Wwoof Ireland own the domains through which you access the WP.

These General Terms of Use, including our Privacy Policy, hereinafter, the “Terms”, govern your access to and use of the WP and all respective Sites of each of Wwoof entities mentioned in Schedule 1 using the WP (collectively the “Service”). These Terms are a binding agreement between you and Wwoof with respect to the Service. The offer of the Service to you is conditioned upon your acceptance of these Terms.

The Service is operated respectively by Wwoof Ireland. When used in these Terms, “Wwoof,” “we,” “us,” or “our” refers to Wwoof Ireland. The term “you” refers to any person using any Site and/or the Service (“User”). A User must pay a membership fee to Wwoof Ireland to access and use many features of the Service. Upon payment of such membership fee, Users shall be considered “Members”. A Member who registers an account as a WwoofFer is a “WwoofFer”; and a Member who registers an account as a “Host” is a “Host”.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING “JOIN” OR BY ACCESSING OR USING THE SERVICES, BY USING THE SERVICE FOR ANY PURPOSE AND FROM ANY DEVICE AND LOCATION, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS; YOU MEET THE ELIGIBILITY REQUIREMENTS DESCRIBED BELOW; AND, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCLUDED BY REFERENCE AS THEY APPEAR ON EACH RESPECTIVE DATE THAT YOU USE THE SERVICE. IF YOU DO NOT ACCEPT ANY PART OF THESE TERMS, YOU ARE NOT ALLOWED TO ACCESS OR USE THE SERVICE IN ANY WAY.

The intention of these conditions is that you have a full and mutual understanding with Wwoof Ireland for an enjoyable and fulfilling Wwoof Ireland experience.

1. **Modification:** We reserve the right to modify, amend, or otherwise change these Terms, in whole or in part, at any time and at our sole discretion without notice. Each time you access a Service, you agree to be bound by the most current version of the Terms. However, it is ultimately your responsibility to review the Terms for any changes before using the Service. You may not change any elements of the Terms without our prior written consent. By continuing to use the Service, you thereby consent to any and all updates to the Terms.
2. **Privacy Policy:** We do not store credit card details nor do we share customer details with any third parties. We’ve updated our Privacy Policy (the “Policy”) to take into account the requirements of the General Data Protection Regulation (GDPR). The Policy is hereby incorporated, in its entirety, into these Terms by reference.

3. Transparency: We've provided additional details about the information we collect and how we use that information. We've also explained your choices and the control you have over your information.

4. Functionality: We may provide you with the ability to access and request correction or deletion of your personal information. This Policy applies to our use of any and all data collected by us in relation to your use of a Site or Service. Please read the Policy carefully and ensure that you understand it.

5. Harassment policy: Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated by WWOOF. All Users are expected and required to abide by this policy.

6. Discrimination policy: WWOOF does not and shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include account and/or membership applications (Host or WWOOFer). We are committed to providing an inclusive and welcoming environment for all Users and require all Users to abide by this policy.

7. Intellectual Property Rights: Any trademarks and service marks, trade names, trade dresses, copyrighted works of authorship, rights of publicity, patents, know-how, trade secrets, and proprietary ideas that are displayed, performed, transmitted, or otherwise appearing on the Service and the content therein (collectively, the "IP") are owned by WWOOF Ireland, licensed to WWOOF Ireland, or used by WWOOF Ireland in a merely descriptive manner, under the fair use doctrine, under the first-sale doctrine, by virtue of being in the public domain, or in accordance with another legal exception or exemption. Other than as expressly allowed by us in writing, nothing herein or in the Service may be implied as granting any license, assignment, or right to copy or use of our trade name or any of our IP without our prior written authorization. Any unauthorized reproduction or distribution of the Service or content therein that you do not own, or parts thereof, is expressly prohibited and may result in civil litigation, damages, injunctive relief and possibly even criminal penalties under law. Please inform us if you become aware of any infringement or violation of intellectual property rights, by emailing us at: info@wwoof.ie

8. Information About You: We may receive, gather, collect, retain, disclose, and otherwise use, certain personally-identifying and other information about you in a manner governed by the Policy. WWOOF may use such information without monetary compensation to you and in consideration for the various services and content provided or made available to you through the Service.

If you want to use certain features of the Service, you may have to provide personal information, including without limitation your full name, email address, company (optional), postal address, telephone number, payment information, and billing address.

You are solely responsible for the safekeeping of your information, and you agree to supervise and take full responsibility for any use of your information by you or anyone other than you (whether authorized by you or not). **YOU ACKNOWLEDGE AND AGREE THAT: (1) NONE OF WWOOF IRELAND OR ANY AFFILIATE OR PARTNER WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR INFORMATION; AND, (2) THE UNAUTHORIZED USE OF YOUR INFORMATION COULD CAUSE YOU TO INCUR LIABILITY TO WWOOF IRELAND.**

9. Restrictions on Your Use of the Service. You agree that you will NOT use the Service, or any portion(s) thereof or content found therein, in any way not expressly permitted by these Terms or in any way that violates the governing law or any other applicable local, state, national and international laws and regulations of your residence and location; and that if you do, we reserve the right to terminate your access to and use of the Service,

and you may be subject to various liabilities under the applicable laws. Specifically, you represent, warrant, and agree that you will NOT:

(a) use the Service in a way that violates any law, including promoting, participating in, or encouraging any illegal activity; or infringes the rights of any third party, including without limitation, intellectual property, privacy, publicity or contractual rights; (b) use the Service or any of its contents to sell access to the Service or its contents, gain advertising or subscription revenues, or collect, data-mine, or harvest personally identifiable information for your profit; (c) act as an agent, affiliate, or representative of WWOOF Ireland or the Service; (d) suggest or imply that WWOOF Ireland or the Service has any relationship or affiliation with any other company or services, or that WWOOF Ireland endorses, sponsors, or recommends the contents, products or services on any website, webpage, or other platform; (e) modify, translate, adapt, edit, transform, or otherwise create derivative works of or from any part of the Service or contents therein; (f) circumvent, hack, disable, decompile, reverse-engineer, DDOS attack, password sniff, inject malicious code into, or interfere in any way with security-related features, robot-exclusion headers, technical measures, algorithms, source code, or digital rights management tools that restrict or limit use or copying of the Service or any contents therein; (g) impose, in our opinion, an unreasonable or disproportionately large burden on our infrastructure; (h) deep-link to any portion of the Service for any purpose; (i) frame, mirror, or otherwise incorporate any part of the Service into any other website, webpage, mobile application, product, or service unless you have WWOOF Ireland's express permission to do so; and (k) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner; (l) use our Services in connection with the distribution of spam (which we define as sending the same message to 10 or more Members, unsolicited bulk e-mail or any other unsolicited messages of a commercial, religious, romantic or political or other nature not within the intended purposes of the Services); (m) stalk, intimidate, threaten or otherwise harass or cause discomfort to any other User or WWOOF Ireland's employee; (n) use collect or store any information about any other User other than as permitted on our Services; (o) use publish or publicize the personal information of other Users (including name, address, or other private details) without the prior permission of that User; (p) use our Services for any commercial purpose whatsoever, unless with prior written consent from WWOOF Ireland; (q) use to impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity, whether by providing or omitting to provide information; (r) use circumvent or attempt to defeat any security or verification measure relating to use of the Services; and/or (s) use the Service to assist any third party in doing any of the foregoing.

10. Indemnification. You agree to defend, indemnify, reimburse, and hold harmless WWOOF Ireland as well as its shareholders, officers, employees, agents, advisors, subsidiaries, affiliates, assignors and licensors from and against any and all claims, causes of action, actions, demands, liabilities, damages, losses, fines, penalties, costs and expenses of any kind, and settlements including without limitation, attorney, paralegal, expert witness, investigation, and accounting fees, in connection with (i) your use or misuse of the Service, (ii) your breach of any provision in these Terms, (iii) any of your representations or warranties made herein, or (iv) your violation of any law or regulation or of rights of any third party. We will have the option to assume the exclusive defense and control of any action to which WWOOF Ireland is named a party, and you agree to cooperate with us in asserting any available defenses we find appropriate.

NOTHING STATED IN THESE TERMS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS.

11. DISCLAIMERS AND LIABILITY LIMITATIONS. The express responsibilities set forth herein are the only responsibilities of WWOOF Ireland to you in respect of the Service, and we have no other responsibilities to you with respect to the Service. We provide the Service and all related content "as is" without warranty of any kind and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality or suitability of any User or third party; (ii) we do not warrant the performance or non-interruption of the WWOOF websites; and (iii) we do not warrant that verification, identity or background checks conducted on Members (if any) will identify past misconduct or prevent

future misconduct. Any references to a Member being "Wwoof verified" (or similar language) indicate only that the Member has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties, will be limited to the maximum extent permitted by law.

Neither Wwoof Ireland (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the Service or any related content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the Service, (iii) any communications, interactions or meetings you may have with someone you interact or meet with through, or as a result of, your use of the Service, or (iv) publishing or booking of a listing, including the provision or use of Host services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Wwoof Ireland has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

IN NO EVENT SHALL WWOOF IRELAND AND ANY OF ITS AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AND AFFILIATES BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN EXCESS OF 100.00 Euro.

These limitations of liability and damages are fundamental elements of the agreement between you Wwoof Ireland and all Sites (Learning Guide). If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

12. Governing Law. These Terms and any and all claims, disputes, or other legal proceedings by or between you and us, including but not limited to any claims or disputes that are in any way related to or arising out of these Terms or your use or access to the Service, shall be governed by and construed in accordance with Irish law.

13. Arbitration. ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU, WWOOF IRELAND, WWOOF IRELAND SITES, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR WHO SHOULD BE APPOINTED BY THE LAW SOCIETY OF IRELAND AGREEMENT BETWEEN THE PARTIES ON A SUITABLE PERSON TO BE ARBITRATOR. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. Such Arbitrator may in his sole discretion appoint a person of skill in the field relevant to the area of claim or dispute to assist him in the determination thereof. The Arbitrator will have unfettered discretion as to how the arbitration is to be conducted and whether in person, through zoom or video link or on written submissions alone. The Arbitrator will have power to award the costs of the arbitration as he sees fit and such costs may include his usual fees for acting as Arbitrator and any person of skill appointed by him as aforesaid. A decision of the Arbitrator may only be appealed if the Arbitrator has failed, materially, to follow the Terms of the Agreement. Such appeal will be determined by a Court in terms of Clause 12 hereof.

14. Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created or exists between you and Wwoof Ireland or our affiliates unless expressly stated in another agreement.

15. Waivers. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. For any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. However, such waiver of any provision of these Terms shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms herein.

16. Entire Agreement. These Terms constitute the full agreement in respect of your use of the Service, and supersede any other communication, understanding or agreement between you and Wwoof concerning the Site(s) and the Service.

17. Severability. If any provision of these Terms is deemed to be unenforceable or invalid by any court or arbitrator of competent jurisdiction, for any reason, that provision will be limited or severed to the extent necessary so that these Terms will otherwise remain in full force and effect.

18. Assignments. You may not assign or transfer the Terms or any licenses and rights discussed herein, without our prior written consent. Any attempt by you to assign, transfer, delegate or sublicense the Terms, or any part thereof, without such consent will be null and void. We may assign, transfer, delegate or sublicense the Terms or any licenses and rights discussed herein, at our sole discretion, without restriction. Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

19. Force Majeure. WWOOF Ireland will not be deemed to be in violation or breach of contract if performance of the obligations required by the Terms is delayed or rendered impossible because of any natural disaster, war, terrorist act, earthquake, fire, thunder, lightning, typhoon, tsunami, hurricane, flood, strike, sickness, accident, civil commotion, epidemic, pandemic, act of government, act of God, rebellion, revolution, riots, explosion, marine accident, strike, lockout, labor dispute, shortage or regulation of energy supply or materials, or other unforeseen event that is beyond the control of either party hereto.

20. Notices. All notices we are required to give you may be delivered electronically by email or through the Service. Unless you indicate otherwise prior to our sending of the notice, we may send email notices to your last-supplied email address or the email address that is linked to your WWOOF Ireland account. Notices we send you will be deemed delivered when emailed or transmitted by us.

All notices, approvals, requests or demands you make to WWOOF, shall be in writing, and shall be sent by express courier as follows: WWOOF Ireland, Ratooragh, Schull, Co. Cork, Ireland.

Email: info@woof.ie

21. All Rights Reserved. All rights not expressly granted to you herein are reserved and not waived. We reserve the right to enforce our rights to the fullest extent permitted under the laws of any relevant jurisdiction, including criminal prosecution where available.

Schedule1

ORGANISATION

WWOOF Ireland

LEGAL NOTICE

<https://woof.ie/>

DOMAIN

<https://woof.ie/>

Publisher:

WWOOF Ireland

Ratooragh

Schull

Co. Cork

P81 FE06

Ireland

Legal Form: Company Limited By Guarantee (CLG)

Email: info@woof.ie

Maintenance:

The WWOOF Platform (WP) is maintained by WWOOF Ireland

Website Host:

Data centre will be located in Frankfurt, Germany.