

Terms of Website Use

Version 1.1. PDF (latest version)

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1. PURPOSE

- 1.1. This page (together with the documents referred to in it) tells you the terms of use on which you may make use of our website and secure portal ("our site"). Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, your use of the site must be terminated immediately.

2. INFORMATION ABOUT US

- 2.1. Impress Dispute Resolutions Ltd ("IDR", "We", "Us", "Our") is an out-of-court dispute settlement body certified under Article 21 of the [Digital Services Act](#) (DSA). We are a company registered in the Republic of Ireland under company number 757060. Our registered office is at 6th Floor, South Bank House, Barrow Street, Dublin 4, Ireland. We can be contacted by emailing info@impressdisputeresolutions.org.

3. ACCESSING OUR SITE

- 3.1. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or period.
- 3.2. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us for the purpose of managing or submitting dispute files.
- 3.3. When using our site, you must comply with the provisions of our [Privacy Policy](#) and [Cookie Policy](#).
- 3.4. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who

access our site through your internet connection are aware of these terms and that they comply with them.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. Unless where specified, we are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2. You may print off one copy and may download extracts of any page(s) from our site for your personal reference, and you may draw the attention of others within your organisation to material posted on our site.
- 4.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.
- 4.4. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 4.5. You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors. To contact us in relation to licensing please email info@impressdisputeresolutions.org.
- 4.6. If you print off, copy, or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5. RELIANCE ON INFORMATION POSTED

- 5.1. Commentary, guidance, and other materials posted on our site are not intended to amount to formal legal advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

6. OUR LIABILITY

- 6.1. The material displayed on our site is provided without any guarantees, conditions, or warranties as to its accuracy. To the extent permitted by law, we



and third parties connected to us hereby expressly exclude:

- a) All conditions, warranties, and other terms which might otherwise be implied by statute, common law, or the law of equity;
- b) Any liability for any direct, indirect, or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it, and any materials posted on it, including, without limitation, any liability for:
 - i. Loss of income or revenue;
 - ii. Loss of business;
 - iii. Loss of profits or contracts;
 - iv. Loss of anticipated savings;
 - v. Loss of data;
 - vi. Loss of goodwill;
 - vii. Wasted management or office time; and
- c) For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable.

6.2. This does not affect our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable Irish or EU law.

6.3. Without prejudice to the foregoing terms any liability that may arise notwithstanding the preceding terms is capped at €100 which will be reviewed from time to time.

7. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

7.1. We process information about you in accordance with our [Privacy Policy](#). By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.

8. UPLOADING MATERIAL TO OUR SITE

8.1. Whenever you make use of a feature that allows you to upload material to our site (including submitting case files, statements, or evidence regarding an illegal content dispute), you must comply with our content standards. You warrant that any such contribution complies with those standards, and you indemnify us for any breach of that warranty.

8.2. Any material you upload to our site as part of a public submission will be

considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and disclose to relevant platforms or regulators any such material to the extent necessary to process the dispute or satisfy statutory obligations under the [DSA](#). We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy, subject to applicable data protection law.

- 8.3. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.
- 8.4. We have the right to edit or remove any material or posting you make on our site if, in our opinion, such material does not comply with our content standards.

9. VIRUSES, HACKING AND OTHER OFFENCES

- 9.1. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer, or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.
- 9.2. By breaching provision 9.1., you may commit a criminal offence under applicable computer misuse legislation such as but not limited to the [Criminal Justice \(Offences Relating To Information Systems\) Act 2017](#). We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 9.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

10. LINKING TO OUR SITE

- 10.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.



- 10.2. You must not establish a link from any website that is not owned by you.
- 10.3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the homepage without our written permission. We reserve the right to withdraw linking permission without notice.

11. LINKS FROM OUR SITE

- 11.1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. JURISDICTION AND APPLICABLE LAW

- 12.1. The courts of Ireland will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 12.2. 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 laws of Ireland.

13. VARIATIONS

- 13.1. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

