

## MAP OF MEDICINE TERMS AND CONDITIONS

Please read the following terms carefully before proceeding to use the Map of Medicine. By using the Map of Medicine you are agreeing to be bound by these terms.

### 1. AGREEMENT

- 1.1 The Map of Medicine is an online clinical knowledge resource that provides specialist level knowledge to healthcare professionals ("Map of Medicine"). The Map of Medicine is produced and made available by Map of Medicine Limited whose registered office is at Fox Court, 14 Gray's Inn Road, London, w(Company Number: 6454115) (the "Company" or "we" or "us"). By using the website, accessible via the URL <http://www.mapofmedicine.com> ("Website") or by accessing the Map of Medicine you ("User" or "you") agree to these Terms of Use.
- 1.2 These Terms of Use, any disclaimers and conditions on the Website and the *Privacy Policy* form the agreement between you and us ("Agreement"). If you do not agree to be legally bound by the Agreement please leave the Website immediately. Through continued access to and use of the Website and/or Map of Medicine your conduct constitutes acceptance of the Agreement, These Terms of Use are ancillary to terms contained in the licence agreement entered into between us and your employer/principal/you/the contractor of your services as applicable ("Licence"), insofar as the Licence granting access to the *Website and* to the Map of Medicine relates to users including you. To the extent that the Agreement and the Licence conflict, the Agreement shall prevail.
- 1.3 In particular, we draw your attention to clause 2 (Licence and Permitted Uses), clause 3 (Restrictions and Intellectual Property Rights), clause 4 (Disclaimer), clause 5 (Limitations of Liability) and clause 7 (Contributions by You). You may print and keep a copy of these Terms of Use.
- 1.4 We reserve the right to change the Website and these Terms of Use at any time. Each access to and use of the Website and/or Map of Medicine is conditional on your acceptance of the then current Terms of Use. You should review these Terms of Use on a regular basis to ensure that you are aware of any changes made, as you will be legally bound by any amended terms if you continue to use the Website and the Map of Medicine after the changes.

## **2. LICENCE AND PERMITTED USES**

- 2.1** You are hereby granted a non-transferable, non-exclusive licence to use and access the Map of Medicine for your personal use for the duration of the Licence or until your access is terminated by us, subject to the terms and conditions set out in the Agreement including these Terms of Use.
- 2.2** You may only use the Map of Medicine if you:
  - 2.2.1** are involved in providing treatment or issuing professional medical advice to patients and are qualified to do so;
  - 2.2.2** are qualified to use the content of the Map of Medicine in a responsible and adequate manner;
  - 2.2.3** are authorised by your employer or other licensee to access the Map of Medicine pursuant to the Licence; and
  - 2.2.4** use it in compliance with applicable laws, regulations and codes of conduct.

## **3. RESTRICTIONS AND INTELLECTUAL PROPERTY RIGHTS**

- 3.1** The Website and the Map of Medicine contain copyright material, trade names and marks and other proprietary information and works, including, but not limited to, text, software, photos, graphics and may in the future contain sound ("Content"). The Content is protected by copyright, database rights, design rights and other intellectual property rights.
- 3.2** The Company or its licensors own the copyright, database right and other intellectual property rights in the Content, and the selection, co-ordination, arrangement and enhancement of such Content. You may not without our express written permission:
  - 3.2.1** display, copy, or use the Map of Medicine and/or the Content save as expressly permitted by these Terms of Use;
  - 3.2.2** reproduce, transmit, distribute or commercially exploit the Map of Medicine and/or the Content;
  - 3.2.3** resell, sub-license, rent, lease, transfer or attempt to assign the rights in the Map of Medicine and/or the Content (in whole or in part) to any other person;

- 3.2.4 allow any person who is not an employee or contractor of your employer authorised to access the Map of Medicine to use and/or gain access to-the Map of Medicine and/or the Content; or
- 3.2.5 modify, alter or create derivative works from the Map of Medicine and/or the Content
- 3.3 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website
- 3.4 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.
- 3.5 Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.
- 3.6 Upon the expiry or termination of the Licence authorising your access to the Map of Medicine or breach by you of any provision contained in the Agreement you shall cease to have any further rights to use the Map of Medicine and/or the Works and shall take all reasonable steps to remove and delete the same from your records and from any databases and to destroy any copies thereof.

#### **4. DISCLAIMER**

- 4.1 Since every patient's history is different, and even the most exhaustive sources of information cannot *cover* every possible eventuality, you should be aware that all information is provided in the Map of Medicine on the basis that the healthcare professionals responsible for patient care will retain full and sole responsibility for decisions relating to patient care; the Map of Medicine is intended to supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals and should not be taken as an indication of suitability of a particular treatment for a particular individual.
- 4.2 The ultimate responsibility for the use of the Content, dosage of drugs and correct following of instructions as well as the interpretation of the published material as set out in the Map of Medicine and the Content lies solely with you as the medical practitioner.
- 4.3 In circumstances where you suffer loss or damage arising out of or

in connection with the use of the Map of Medicine and/or the Content, we and our employees, editors and publishers accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of the Company or its servants, agents or any other person.

- 4.4 You must promptly inform us of any errors or omissions in the Content, or any material *which* breaches your or anyone else's rights or may be illegal, defamatory or otherwise should be removed, of which you become aware or which are drawn to your attention.
- 4.5 Users should be aware that professionals in the field may have different opinions. Because of this fact and also because of regular advances in medical research, we strongly recommend that Users consider, review and if appropriate independently verify treatments and drugs, including manufacturers' guidance.
- 4.6 Description or reference to a product or publication does not imply endorsement of that product or publication.
- 4.7 Save as expressly set out in the Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

## 5. LIMITATIONS OF LIABILITY

- 5.1 The following provisions of this clause 5 set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you.
- 5.2 Nothing in this Agreement excludes or limits the liability of the Company;
  - 5.2.1 for death or personal injury caused by our negligence; or
  - 5.2.2 for fraud or fraudulent misrepresentation.
- 5.3 Subject to clause 5.2:
  - 5.3.1 We shall not be liable to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement; and
  - 5.3.2 We shall not be liable to you for any loss of profit, loss of revenue loss of business or business opportunity, loss of data or

depletion of or damage to goodwill, in each case whether direct, indirect or consequential, or for any claims for indirect or consequential loss or damage whatsoever (and howsoever caused) which arise out of or in connection with the Agreement or your use of the Map of Medicine.

## **6. INDEMNIFICATION**

**6.1** You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, authors and partners on demand from and against all losses, expenses, damages and costs, including reasonable legal fees, sustained as a result of your breach of the terms of the Agreement.

## **7. CONTRIBUTIONS BY YOU**

**7.1** Where you are:

**7.1.1** invited to submit any contribution to the Website (including any text, message board content, photographs, graphics, video or audio); and/or

**7.1.2** granted authorisation to amend or adapt development / implementation pathways or any other content contained in or associated with the Map of Medicine by submitting your contribution ("Contribution"), you are agreeing to and do assign to the Company all intellectual property rights that may exist in your Contribution, If you do not want to assign to us these rights, please do not submit your Contribution to the Website.

**7.2** By submitting your Contribution to the Website, you

**7.2.1** warrant and represent that your Contribution;

(a) is your own original work and that you have the right to make it available to us for all the purposes specified above and that it does not breach or infringe anyone else's rights such as copyright and is not in any way illegal;

(b) Is not defamatory, libellous, obscene, menacing, threatening, offensive, abusive, fraudulent or criminal;

(c) will not and does not contravene any relevant local, national or international law or incite or encourage the contravention of any such law; does not advertise or market anything in any way;

(d) is not otherwise offensive; and

- 7.2.2 agree to waive your moral rights if any in your Contribution;
  - 7.2.3 confirm that you are qualified in the medical field to which the Contribution relates;
  - 7.2.4 agree at all times to follow our message board rules of posting which will be shown next to the message board; and
  - 7.2.5 agree to indemnify and keep us indemnified against all losses, expenses, damages, costs including reasonable legal fees, and other expenses that we may sustain as a result of the assignment and *our* publication of your Contribution.
- 7.3** You warrant that your Contribution will not contain any "virus" or other computer software routines or hardware components which are designed (I) to permit access or use by third parties to the Website or the Content not authorised by this Agreement, (ii) to disable or damage hardware or damage, erase or delay access to Website or the Content; or (Hi) to perform any other similar actions.
- 7.4** We reserve the right in our absolute discretion to edit, modify, publish, license or remove Contributions or postings to message boards, delete or use electronic methods to block or filter any Contribution which is left an, included in or sent to the Website or the Map of Medicine, including without limitation any message which contravenes any of these Terms of Use.
- 7.5** Notwithstanding the above, we are not in any way obliged to monitor, approve or control any postings to message boards which may be submitted to the Website by you or by any other users.

## **8. WAIVER, RELEASE AND LIMITATION OF LIABILITY**

Subject to clause 5.2, you release the Company, its officers, directors, employees, authors, and partners from any liability relating to your use of this Website and of the Map of Medicine.

## **9. CONTINUITY AND EXTERNAL LINKS**

- 9.1** We will endeavour to ensure that access to the Map of Medicine is uninterrupted and that transmissions will be error-free. However, we cannot guarantee that your access will not be suspended from time to time including to allow for repairs, maintenance or the introduction of new content or facilities. We will use commercially reasonable efforts to make the Content available seven (7) days a week, twenty-four (24) hours a day, except for specific scheduled

downtime periods during which we will shut down the service for the purposes of system upgrades, maintenance, and backup procedures ("Scheduled Downtime"). Currently, Scheduled Downtime if any, shall take place between the hours of noon to midnight on Saturdays British Standard Time, plus other times as are required, in our sole discretion, for major software upgrades and network maintenance. Server computers that host *the* service will be taken out of service and rebooted every Scheduled Downtime, we will use reasonable efforts to notify you of any other outages or any major upgrades, In addition, there may be events that from time to time will make the system inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages ("Unscheduled Downtime").

**9.2** You acknowledge that both Scheduled and Unscheduled Downtime will occur from time to time during the term of the Agreement and that neither shall constitute a breach of the Agreement by us.

**9.3** The Map of Medicine contains links including hyperlinks which may take you outside [www.mapofinedicine.com](http://www.mapofinedicine.com) to other sites and resources provided by third parties. Links are provided for your convenience and information only, and an inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or content, we have no control over the content 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.

## **10. PASSWORDS**

**10.1** Access to the Map of Medicine is secured by an authentication system. You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and passwords that may be given to you or selected by you for use on the website. You may not disclose these or transfer them to any third parties.

**10.2** We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

**10.3** You will immediately notify us if you become aware of or suspect that your authentication is in the possession of any other person or if you become aware of or suspect any unauthorised access to or use of the Map of Medicine.

## **11. CONFIDENTIALITY**

- 11.1** You shall not, at any time during the period of the Agreement or at any time thereafter, disclose to any other person, or use for any purpose except as provided by the Agreement, any confidential information which has been disclosed to you by us pursuant to the Agreement.
- 11.2** Any confidential information to which clause 11.1 applies may be:
- 11.2.1 disclosed by you as required by law or by a competent regulatory authority; and/or
  - 11.2.2 disclosed by you to any other person, to the extent only that the same is at the date of the Agreement, or has after that date through no fault of you become, public knowledge, or can be shown by you, to the reasonable satisfaction of us, to have been known to you prior to that date.
- 11.3** The obligations imposed by this clause 11 shall continue to apply after the Agreement has expired or terminated for any reason.

## **12. THIRD PARTY RIGHTS**

- 12.1** Subject to clause 12.2, this agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.
- 12.2** The provisions of Clauses 4, 5, 6, 7.2.5 and 8 are also intended to benefit the officers, directors, employees, authors, and advertisers of the Company.
- 12.3** The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under this agreement is not subject to the consent of any person who is not a party to this agreement.

## **13. SEVERABILITY**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

## **14. PRIVACY/PERSONAL DATA**

The personal information you provide to us when you register for the use of the Map of Medicine will be used by us in accordance with the [Privacy Policy](#).

## **15. GENERAL**

- 15.1** The Agreement forms the whole agreement between you and us. You acknowledge that you have not entered into this Agreement: in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) not contained in this Agreement.
- 15.2** Failure by either party to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.
- 15.3** Any formal legal notices should be sent to us at the address specified as our registered office in Clause 1.1.
- 15.4** You may not assign or transfer your rights under this Agreement.

## **16. GOVERNING LAW**

- 16.1** The Agreement including these Terms of Use is governed by English law. You irrevocably submit to the exclusive jurisdiction of the courts of England over any dispute, claim or matter which may arise out of, under, or in connection with the Agreement.
- 16.2** We provide no warranty or guarantee that the Website or information available on it complies with laws other than those of England.

## **17. FURTHER INFORMATION**

Further information on these Terms of Use or any queries on them can be obtained by contacting Map of Medicine, 7<sup>th</sup> Floor, Fox Court, 14 Gray's Inn Road, London WC1X 8HN, via telephone (+44) (0) 207 492 6300; via facsimile (+44) (0) 207 492 6301; or via email [info@mapofmedicine.com](mailto:info@mapofmedicine.com).