

MAP OF MEDICINE LTD WEBSITE TERMS AND CONDITIONS

Please read these Terms of Use and our Privacy Policy carefully - they contain important information about your rights and obligations.

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 Ltd, a subsidiary of Hearst Corporation. Map of Medicine Limited registered office is at 10 Upper Bank Street, London E14 5JJ (Company Number in England and Wales: 6454115) ("Map of Medicine Limited" or "we" or "us"). By using the website, accessible via the URLs www.medicmedic.com, www.medicmedic.co.uk, www.mapofmedicine.com, www.mapofmedicine.co.uk, <http://www.mapofmedicine.com>, <http://www.map-of-medicine.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 are subject to the provisions of any other applicable licence agreement ("Licence") granting access to the Website which may have been entered into between us and your employer/you as applicable. To the extent that there is any conflict or inconsistency between such Licence and these Terms of Use, the Licence shall prevail. These Terms of Use (as amended from time to time), any disclaimers and/or other conditions which appear on the Website and our Privacy Policy together form the agreement ("Agreement") between you and us regulating your access to and use of the Website. **If you do not agree to be legally bound by the Agreement please leave the Website immediately. Your continued access and use of the Website and/or Map of Medicine will amount to acceptance.**
- 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 and we will try to make it clear when changes are made. 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 ACCESS RIGHTS AND USE

- 2.1 Subject to the terms and conditions set out in these Terms of Use and in the Agreement, you are hereby granted a non-transferable, non-exclusive licence to **access and review** those parts of the Map of Medicine which are openly and freely available on the Website but only for your personal and non commercial purposes until your access is terminated by us. We reserve the right (i) to deny you access to and/or (ii) to limit or restrict your access to and/or (iii) to terminate your access to the Website at any time (without prior notice).
- 2.2 **Please note** that you may only **use** the Map of Medicine if you:
 - 2.2.1 are involved in providing treatment or issuing professional advice to patients and are qualified to do so; and
 - 2.2.2 are qualified to use the content of the Map of Medicine in a responsible and adequate manner; and
 - 2.2.3 are authorised by your employer or other permitted licensee to access and use the Map of Medicine pursuant to an applicable Licence; and
 - 2.2.4 use it in compliance with applicable laws, regulations and codes of conduct; and
 - 2.2.5 use it strictly in accordance with the terms of an applicable Licence.

3 RESTRICTIONS AND INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Website and the Map of Medicine contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos, graphics and may in the future sound (“Content”). The Content is protected by copyright law, database rights and other intellectual property rights.
- 3.2 Map of Medicine Ltd, its licensors, or authorised contributors own the copyright, database right and other intellectual property rights in the selection, co-ordination, arrangement and enhancement of such Content, as well as in the Content original to it. You may not without our express written permission:
 - 3.2.1 reproduce, transmit, display, copy, distribute, commercially exploit or use the Map of Medicine and/or the Content;
 - 3.2.2 resell, sub-licence, 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;
 - 3.2.3 allow any person who is not authorised to do so pursuant to the terms of an applicable Licence to use and/or gain access to the Map of Medicine and/or the Content; and
 - 3.2.4 modify, alter or create derivative works from the Map of Medicine and/or the Content.
- 3.3 In the event of any authorised copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

4 DISCLAIMER

- 4.1 Map of Medicine Ltd strives to ensure that the Map of Medicine is an accurate and up-to-date online clinical knowledge resource. The editors and publisher have taken all reasonable precautions to verify that the pathways, treatments, drug names and dosages are accurate and up to date.
- 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, Map of Medicine Ltd and its 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 Map of Medicine Ltd or its servants, agents or any other person.
- 4.4 Please inform Map of Medicine Ltd of any errors or omissions 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 independently verify specialised treatments and drugs, including manufacturers’ guidance. Also, the categories do not indicate whether a particular treatment is generally appropriate or whether it is suitable for a particular individual. Ultimately it is the Users’ responsibility to make their own professional judgements, so as to appropriately advise and treat their patients.
- 4.6 Description or reference to a product or publication does not imply endorsement of that product or publication.
- 4.7 We have tried to ensure that the Website, the Map of Medicine and Content comply with English laws. However, we make no representations that the Website, the Map of Medicine and/or Content are appropriate or available for use in locations outside England. Those who visit the Website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. You accept that if you are resident outside England, you must satisfy yourself that you are lawfully able to access and/or use the Website, the Map of Medicine and Content and, to the extent permitted by applicable law, we accept no liability for any costs, losses or damages in this regard.

- 4.8 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to access and/or use the Website, the Map of Medicine and Content. You also understand that although we try to guard against viruses, we cannot and do not guarantee or warrant that any material available for downloading from the Website and/or that the Map of Medicine and Content will be free from infections, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.
- 4.9 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 financial liability of Map of Medicine Ltd (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of
- 5.1.1 any breach of the Agreement; and
 - 5.1.2 any representation, statement or tortious act or omission, including (without limitation) negligence arising under or in connection with this Agreement.
- 5.2 Nothing in this Agreement excludes or limits the liability of Map of Medicine Ltd:
- 5.2.1 for death or personal injury caused by Map of Medicine Ltd's negligence; or
 - 5.2.2 for any matter which it would be illegal for Map of Medicine Ltd to exclude or attempt to exclude its liability; or
 - 5.2.3 for fraud or fraudulent misrepresentation.
- 5.3 Subject to clause 5.2:
- 5.3.1 Map of Medicine Ltd's total liability 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 shall be limited to the aggregate amount of the fees (excluding value added tax) paid by your employer or you as a User to Map of Medicine Ltd pursuant to the Licence in the period of twelve months preceding any such claim being made by you against Map of Medicine Ltd; and
 - 5.3.2 Map of Medicine Ltd shall not be liable to you for any loss of profit, loss of business or business opportunity 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.

6 INDEMNIFICATION

You agree to indemnify, defend and hold harmless Map of Medicine Ltd, its officers, directors, employees, authors and partners on demand from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation 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;
- you hereby agree, by submitting your contribution ("Contribution"), to grant Map of Medicine Ltd a perpetual, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your Contribution worldwide and/or to incorporate your Contribution in other works in any media now known or later developed for the full term of any rights that may exist in

your Contribution (including without limitation in the Map of Medicine). If you do not want to grant to Map of Medicine Ltd the rights set out above, 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;
- is your own original work and that you have the right to make it available to Map of Medicine Ltd for all the purposes specified above and that it does not breach or infringe anyone else's rights such as copyright or in is in any way illegal;
 - is not defamatory, libellous, obscene, menacing, threatening, offensive, abusive, fraudulent or criminal;
 - will not and does not contravene any relevant local, national or international law or incite or encourage the contravention of any such law;
 - is not related to the conduct of a business;
 - does not advertise or market anything in any way;
 - is not otherwise offensive; and
- 7.2.2 agree that by making a Contribution to the Map of Medicine you are solely liable for any costs, damages, expenses or any other liability arising from the Contributions made by you, except where we expressly agree to approve your Contributions prior to their publication or use. Such Contributions will fall outside the pre-approval of the Map of Medicine granted to us by the NHS and agreed processes followed by Map of Medicine Ltd;
- 7.2.3 agree to waive any moral rights in your Contribution for the purposes of its submission to and publication on the Website and the purposes specified above to the fullest extent permitted by law;
- 7.2.4 confirm that you are qualified in the medical field in to make the Contribution;
- 7.2.5 agree at all times to follow our message board rules of posting which will be shown next to the message board; and
- 7.2.6 agree to indemnify and keep Map of Medicine Ltd indemnified on demand against all legal fees, damages and other expenses that may be incurred by Map of Medicine Ltd as a result of your breach of this clause 7.
- 7.3 We reserve the right to identify you in response to a court order or threat of legal action.
- 7.4 If you see any information on the Website which breaches your or anyone else's rights or may be illegal, defamatory or otherwise should be removed, let us know immediately and, where we agree, we shall do our best to remove it as soon as possible.
- 7.5 Map of Medicine Ltd reserves the right to edit, modify, publish, licence, remove postings to message boards, delete or use electronic methods to block or filter any Contribution left on, included in or sent to the Website or the Map of Medicine at our discretion, including without limitation any message which contravenes any of these Terms of Use, but we do not have an obligation to do so.
- 7.6 You must indemnify (pay) us on demand for any losses we suffer if you breach this provision or any other provision of these Terms of Use or the message board rules of posting.
- 7.7 We expect many of those contributing to our message boards to have strong views about the matters discussed, but the Website is subject to the laws of libel and you and we could be sued if you are not careful in what you say. You should not make libellous postings or any postings which are illegal or breach copyright, database or other related rights. It is your responsibility to check this and we do not accept any liability in this respect or agree to monitor the content of such postings.

8 WAIVER, RELEASE AND LIMITATION OF LIABILITY

- 8.1 Subject to clause 5.2, you release Map of Medicine Ltd, its officers, directors, employees, authors, and partners from any liability relating to your use of this Website. You waive any claims for sustained losses or damages from use of the Map of Medicine to the fullest extent permitted by law.

9 CONTINUITY AND EXTERNAL LINKS

- 9.1 Every effort is made to ensure that access to the Map of Medicine is uninterrupted and that transmissions will be error-free. However, we cannot, due to the nature of the internet, 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.
- 9.2 We reserve the right:
 - 9.2.1 to make changes or corrections and to alter, suspend or discontinue any aspect of the Website and/or the Map of Medicine;
 - 9.2.2 to vary the technical specification of the Website and/or the Map of Medicine;
 - 9.2.3 temporarily to suspend your access to the Website and/or the Map of Medicine for the purposes of maintenance or upgrade.
- 9.3 The Map of Medicine contains links including hyperlinks which may take you outside the Website. Links are provided for your convenience, and an inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or content.
- 9.4 You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

10 PASSWORDS

- 10.1 Access to those parts of the Map of Medicine which are not openly and freely available on the Website is secured by an authentication system. If you have been granted or given (pursuant to an applicable Licence or otherwise with our permission) any username and/or password, 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 share these with or transfer them to any third parties.
- 10.2 You will immediately notify Map of Medicine Ltd 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 hereby acknowledge that those parts of the Map of Medicine and/or Content which are not openly and freely available on the Website are valuable proprietary information confidential to Map of Medicine Ltd.
- 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 or becomes (through no fault of yours) public knowledge; and/or
 - 11.2.3 disclosed by you to any other person if and to the extent that you can prove, (to our reasonable satisfaction), that you already knew it.
- 11.3 The obligations imposed by this clause 11 shall continue to apply after the Agreement has ended (for whatever reason).
- 11.4 We have the right (but not the obligation) to monitor use of the Website and/or access to the Map of Medicine in order to verify compliance with these Terms of Use and/or any operating rules established by us and/or to satisfy any law, regulation or authorised government request.

12 THIRD PARTY RIGHTS

- 12.1 The Agreement is not intended to grant rights to third parties pursuant to The Contracts (Rights of Third Parties) Act 1999 but the officers, directors, employees, authors, partners and advertisers of Map of Medicine Ltd may (for their own behalf) use and/or

claim the benefit of clauses 4 and 5 of these Terms of Use.

13 SEVERABILITY

13.1 Each provision in of these Terms of Use stands independently; they are severable. In the event that any provision herein is found to be invalid, this shall not affect the validity of the remaining provisions.

14 PRIVACY/PERSONAL DATA

14.1 The personal information you provide to Map of Medicine Ltd when you register for the use of the Map of Medicine will be used by Map of Medicine Ltd in accordance with the Privacy Policy.

15 ENTIRE AGREEMENT

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) that is 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 at the end of these Terms of Use by email confirmed by post.

15.4 Failure by us to enforce a right does not result in waiver of such right.

15.5 You may not assign or transfer your rights under this Agreement.

15.6 We reserve the right to bar Users from the Website, the Map of Medicine and/or specific web pages, on a permanent or temporary basis in the event of a breach of this Agreement; if we suspect there has been a breach of password security or otherwise in our absolute discretion. Any such barred User must not then attempt to access and/or use the Website under any other name or through any other User.

16 GOVERNING LAW

16.1 These Terms of Use are governed by English law notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms of Use and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England.

17 FURTHER INFORMATION

Further information on these Terms of Use or any queries on them can be obtained from:

Map of Medicine Ltd, 10 Upper Bank Street, London E14 5JJ

Email: info@mapofmedicine.com