# **TERMS AND CONDITIONS**

# **UKONS Membership & Registrations**

PLEASE READ THESE TERMS CAREFULLY AS THEY SET OUT THE TERMS IN ACCORDANCE WITH WHICH YOU MAY USE THE REGISTRATION SITE.

## **1. DEFINITIONS**

- Conditions means these terms and conditions
- Users means the users of this Registration Site collectively
- We/us/our means Media 1 Productions Ltd <u>Media 1 Productions Ltd</u>
- Site means: The membership/meeting registration site
- Cookies means small text files which the registration site places on your computer's hard drive to store information about your visit to out their site and to identify your computer
- United Kingdom means England, Wales, Scotland, Northern Ireland and the Channel Islands
- You means a user of this Site

## 2. BY USING OUR REGISTRATION SITE YOU ACCEPT THESE CONDITIONS

You are provided with access to this Site in accordance with these Conditions. By using our Site, you confirm that you accept these Conditions and that you agree to comply with them. If you do not agree to these Conditions, you must not use our Site.

We recommend that you print a copy of these Conditions for future reference. If you have any difficulty doing so, please email us at: <u>UKONS@media1productions.co.uk</u>

## 3. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Site, is set out at the end of these Conditions. When using our Site, you must comply with this Acceptable Use Policy.

These Conditions of use refer to the following additional terms, which also apply to your use of our Site:

• Our <u>Privacy Policy</u>, which sets out the terms on which we process personal data and information about you that we collect from you, or that you provide to us, and includes our Cookie Policy, which sets out information about the cookies on our Site. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

It is important that you read the documents listed above and only use our Site if you understand and agree to be bound by them.

#### 4. WE MAY MAKE CHANGES TO THESE CONDITIONS

We may revise these Conditions at any time by amending this page without notifying you. By continuing to use and access our Site you agree to be bound by any variation made by us. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Conditions may also be superseded by provisions or notices published elsewhere on our Site. If you do not agree to any change to the Conditions, then you must immediately stop using the Site.

#### 5. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our Site from time to time to reflect changes to our services, our users' needs and our business priorities. We shall not be liable to you or to any third party for any such modification of our Site. Furthermore, we accept no liability in respect of losses or damages arising out of changes made to the content of our Site by unauthorized third parties.

#### 6. WE MAY SUSPEND OR WITHDRAW OUR SITE

Our Site is made available free of charge to individuals. If you are a company we will charge a fee on an annual basis for the use of this site to access membership only content. Membership may also entitle you to copies of relevant industry recognized publications if your email and or your contact address details are up to date.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or restrict the availability of all or any part of our Site for business and operational reasons. We shall not be liable to you or to any third party for any such modification, suspension or discontinuance of our Site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Conditions and other applicable terms and conditions, and that they comply with them.

#### 7. THE INTENDED FOR USERS IN THE UK

The site is directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate for use or available in other locations.

#### 8. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures when creating a membership account, you must treat such information as confidential. You must not disclose it to any third party. You are responsible for all activities that occur using your account. You should take all necessary steps to ensure that your username and password are kept secret and secure and should change your password by using the appropriate function within our Site.

You must ensure that the details you provide us with are correct, complete and not inappropriate in any way. You must not impersonate any other person or entity or use a false name or a name that you are not authorised to use. You agree to inform us immediately of any changes to the information that you provided when registering. You can access and update the information you provide to us within the appropriate area of our Site.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Conditions.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by emailing <u>UKONS@media1productions.co.uk</u> or phone

#### 9. HOW YOU MAY USE MATERIAL ON THE SITE

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Site or any App shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Site is made available for your personal noncommercial use only. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our site. Any other use of the material and content of the Site is strictly prohibited. You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, modify, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content without obtaining a licence to do so from us or our licensors.

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.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

If you print off, copy or download any part of our site in breach of these Conditions, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **10. DO NOT RELY ON INFORMATION ON THIS SITE**

The content on our Site including commentary and general materials is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

We do not represent, warrant or promise (whether express or implied) that any information on our Site is or remains accurate, complete and up to date, or fit or suitable for any purpose. We therefore disclaim all liability and responsibility arising from reliance placed on any such materials by any visitor to our Site, or by anyone who may be informed of its contents.

## **11. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources. You use such links entirely at your own risk and we accept no responsibility or liability for the content, use, or availability of such websites or for any loss or damage, however arising, as a result of their use.

#### 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability
  for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
  and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result being a Corporate Member which will be set out in our Terms and Conditions

#### If you are a corporate user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - Use of, or inability to use, our Site
  - Use of or reliance on any content displayed on our Site
  - In particular, we will not be liable for
  - Loss of profits, sales, business, or revenue
  - Business interruption
  - Loss of anticipated savings
  - Loss of business opportunity, goodwill or reputation; or
  - Wasted management or office time and any indirect or consequential loss or damage however arising and whether caused by tort (including negligence,) breach of contract or otherwise even if foreseeable.

• Please note that we only provide our Site for private use as well as for corporate members who have a legitimate business interest in the area of Nursing and Oncology. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity for any interruption to the availability of the site or from any reliance of content produced and published.

#### **13. DISCLAIMER**

We will always aim to provide you with the best service we can, but our service is provided "as is" and we do not and cannot promise that all of the information provided in our services will always be 100% accurate. The information provided by our services is for information purposes only and does not constitute advice. All our services are provided without any warranties or guarantees.

Some of the information provided by our services is supplied to us by our third party partners. We have no control over third party content, and we are unable to guarantee the accuracy of such third party content. You agree that you access any content at your own risk. Before relying on any information, whether it is from us or from our third party partners, we advise you to verify the accuracy of such information.

Whilst we will do our best to ensure that our service is fully operational at all times, we are not responsible for and shall not be liable to you for any problems or temporary interruptions in using our services arising from factors outside of our control (e.g. technical problems from traffic congestion on the internet) or for any problems arising from participating in or from downloading third party content.

To the extent permissible by law, we are not responsible for any loss or damage resulting from use of our services or from any content posted on or through our services.

## **14. LIMITATION OF OUR LIABILITY TO YOU**

You agree, that to the extent permissible by law, your sole and only remedy for any problems, issues or concerns with our service is to stop using our services, whether as a member, a subscriber or as a visitor using one of our services.

#### **15. YOUR RESPONSIBILITY TO US**

If you are in breach of these Conditions, you agree to indemnify and hold us, and our officers, directors, employees, agents and suppliers, harmless in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach. This means you will be responsible for any loss or damage we suffer as a result of your breach of these Conditions.

When a breach of these Conditions has occurred, we may take such action as we deem appropriate, which may include temporary or permanent withdrawal of your right to use our Site, issue of a warning, or any legal action against you.

#### **16. USER GENERATED CONTENT**

Users of our services may be given an opportunity to interact with us and submit, post and/or upload content (including comments and pictures). In posting your content, you confirm to us that you are the owner or have consent from the owner to post the content and that the content complies with our Participation Guidelines and does not defame any person, company or business or violate the privacy rights, copyright and other intellectual property rights, contract rights or any other rights of any person.

By submitting content, you grant us a non-exclusive, transferable, sub-licensable, perpetual, royalty free worldwide licence to use any of the content that you post on or in connection with our services and you also irrevocably waive the benefit of any moral rights you may have in any such material. We do not claim any ownership rights in your content and you continue to retain all ownership rights in your content.

By submitting content, you also warrant that you have read and agree to be bound by our Participation Guidelines which are incorporated in these website terms of use and govern all interactions with us.

We do not endorse any user generated content, nor do we guarantee the accuracy or authority of any user generated content. We reserve the right to remove your content and to remove, suspend or discontinue your opportunity to submit, post and/or upload content, at any time and for any reason at our sole discretion and without further recourse to you.

## 17. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

You access our Site and download material from it at your own risk and 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.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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.

## **18. RULES ABOUT LINKING TO OUR SITE**

You need to request permission to create a text link from your website to the Site and you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it. 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. We reserve the right to withdraw linking permission without notice.

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 home page.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our Site other than that set out above, please contact <u>UKONS@media1productions.co.uk</u>

# **19. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

These Conditions, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### 20. ACCEPTABLE USE POLICY

#### Prohibited uses

You may use our Site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.

- To knowingly transmit any data that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
  - $\circ \quad \text{any part of our Site} \\$
  - $\circ$  any equipment or network on which our Site is stored;
  - o any software used in the provision of our Site; or
  - o any equipment or network or software owned or used by any third party.

#### 21. WHO WE ARE AND HOW TO CONTACT US

We are: Media1 Productions Ltd and have our registered office and trading address Units BD2 & BG3, Clarence Mill, Clarence Road, Bollington, Cheshire, SK10 5JZ. Our VAT number is GB 7079019 30

For any queries regarding our service or data privacy, please email UKONS@media1productions.co.uk