



The Clinical Network

Online Documents and Policies

TCN Website Terms and Conditions

Version 1.2

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Terms & Conditions

Please read these Terms and Conditions carefully before using this site

Terms of Website Use

This site is operated by The Clinical Network Limited.

These terms of use (together with the documents referred to in them) set out the rules governing your use of our website ("our site"), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We also recommend that you print a copy for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

Privacy and Cookies

These terms of use supplement (and are in addition to) the terms of our Privacy Policy and our Cookie Policy. Our Privacy Policy sets out the terms on which we process any personal data we collect from you or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. Our Cookie Policy sets out information about the cookies we use on our site.

Other applicable terms

If you purchase goods or services through our site, the relevant terms and conditions of supply for the relevant product or service will also apply. These will be clearly signposted on our site or during the order process.

Changes to these terms of use or to our site

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. We may also update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing our site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. 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 of use and other applicable terms and conditions, and that they comply with them.

Acceptable use

- 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 send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material 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.
- You also agree:
- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms of use.
- Not to access without authority, interfere with, damage or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our site, including, without limitation, chat rooms, bulletin boards and blogs ("interactive services"). Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are

under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Content Standards

These content standards apply to any and all material which you contribute to our site ("contributions") and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole. You warrant that any such contribution does comply with the standards listed below, and you will be liable to us and indemnify us for any breach of this warranty.

Contributions must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.

- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act e.g. copyright infringement or computer misuse.

Accounts and passwords

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, you must treat such information as confidential. You must not disclose it to any third party. 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 terms of use. If you have any concerns regarding your user identification code or password or become aware of any misuse then you must inform us immediately.

Ownership of rights

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.

The content on our site is made available for your personal non-commercial use only and you may only download such content for the purpose of using this site. 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. Other than as set out in these terms of use, any other use of the content on this site is strictly prohibited and you agree not to (and agree not to assist any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such content.

No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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 your use of, or inability to use, our site or your use of or reliance on any content displayed on it.

If you are a business user, please note that 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 any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use.

You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to our site.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services by us to you, which will be set out in our terms and conditions of supply.

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order 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 which 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.

Third party links and resources on our site - Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only and should not be interpreted as endorsement by us of those linked websites. 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.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with these terms of use may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting/material uploaded by you to our site.

- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms of use. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. If you are a business, these terms of use, its subject matter and its 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.

Thank you for visiting our site.

The Clinical Network Limited.

Correspondence address

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Terms & Conditions

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