



TERMS & CONDITIONS

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1 Acceptance.

By using this Website, you agree to be bound by, and to comply with, the terms of use set forth in this agreement. IPS Specials reserves the right to change these terms from time to time, as it is deemed to be necessary. We will always post notice of those changes, and the date that they became effective, within the current agreement on the Website. You may view the current applicable version of this Terms of Use Agreement at any time through a link at the bottom of each page within this Website.

2 Scope.

The terms of use set forth in this agreement apply only to your use of this website. IPS Specials operates other websites that are covered by their own conditions as specified within those sites.

3 Description of Service.

This Website includes many types of services and information for members of the public and healthcare professionals including research and news articles, slides, tools, other educational materials, and other resources. All information contained within the log-in area of the website is intended only for adults who are duly licensed healthcare professionals in Europe. The information contained within this website is in no way intended to serve as a substitute for your own medical judgment, and commentary and other materials posted on this website are not intended to amount to 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 this website or by anyone who may be informed of any of its content. As a healthcare professional, you should use your own professional judgment in evaluating the information provided within this Website. We also recommend that you consult with other professional sources and references prior to making any evaluation or treatment decisions.

4 Use.

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6 Service Access.

Access to this website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on this website without notice. We will not be liable if for any reason this website is unavailable at any time or for any period.

7 Representation.

As a user of this website, you are liable for the accuracy of the information that you provide to us, including, but not limited to your GMC, NMC or RPS registration and licence number and your professional representation.

8 Registration and Privacy.

Most areas of this website are only open to you if you register. Each registration is for a single user only. IPS Specials does not permit you to share your user name and password with any other person nor with multiple users on a network. Responsibility for the security of any passwords issued rests with you.

9 Uploading material to this website.

Whenever you make use of a feature that allows you to upload material to this website, or to make contact with other users of this website (such as through the use of the forums), you must comply with these terms and conditions. Users are prohibited from submitting, posting, distributing or transmitting any defamatory (or potentially defamatory), obscene, offensive, indecent, infringing or otherwise unlawful or objectionable material or information. You are prohibited from posting or transmitting to or from this website any material which is technically harmful (including, without limitation, computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). Any material you upload to this website will be considered non-confidential and non-proprietary and [company] may use, copy and distribute any such material for any purpose. [company] also has the right to disclose such information to fully co-operate with any law enforcement authorities or court order requesting or directing [company] to disclose the identity or locate anyone posting any material in breach of this clause. [company] 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 this website. We have the right to remove any material or posting you make on this website if, in our opinion, such material does not comply with these terms of use.

10 Moderation.

Content added to the website by users (in the form of forums, opinions and polls) are subject to moderation by our third party agency. Content will be manually reviewed for derogatory or inflammatory content.

11 Off licence.

To comply with the European Federation of Pharmaceutical Industries and Associations (EFPIA) and the Association of the British Pharmaceutical Industry (ABPI) code of practice, users are asked to only discuss on-licence indications when discussing particular medicines. For medical information relating to a [company] product, please refer to the 'Contact Us' section of the website.

12 Third party content.

This website contains information brought to you by third parties. The Website also provides links to other internet websites. Notice of this information is provided throughout the website. IPS Specials assumes no responsibility for information provided by third parties or the content of other internet sites to which we provide links. Those internet websites are governed by their own terms of use displayed on the respective websites.

13 Liability.

IPS Specials does not accept liability for any claim, loss, demands or damages of any kind whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of this website or the information, content or materials included on this website. While IPS Specials will ensure, to the best of our ability, that content provided by this Website is correct at the time of publication, no responsibility is accepted by IPS Specials for any errors, omissions or inaccurate content on the website. Nothing in these terms of use excludes or limits IPS Specials's liability for death or personal injury caused by IPS Specials's negligence (or that of its employees, agents or directors), or IPS Specials's liability for fraudulent misrepresentation, or any other liability which may not be limited or excluded by law.

14 Consequences.

IPS Specials reserves the right to suspend or terminate your account for any reason at any time without notice. If your breach causes harm to others, you agree to indemnify and hold IPS Specials blameless and not liable against any and all loss, damage, or expense. If a dispute arises between us regarding this agreement or your use of this website, it shall be resolved through good faith negotiations between the parties. If such efforts prove unsuccessful, all such controversies, claims, or disputes shall be submitted to binding arbitration conducted in England in accordance with the Rules of the International Arbitration Association. The arbitration award shall be final and binding, and it may be confirmed and enforced in any court of competent jurisdiction in England and

Wales. Each party shall pay for all legal fees it incurred in connection with the arbitration and shall share equally in the costs of the arbitration.

15 Reasonable Control.

We are not liable for any failure to perform any of our obligations under these terms and conditions caused by matters beyond our reasonable control.

16 Data Protection.

All personal data gathered from Website users shall be held and used in accordance with the UK 1998 Data Protection Act. As such, data shall be held securely and shall not be passed on to third parties