

Terms of business for InformaHealthcare products, publications and services

Part 1

1. Introduction

- 1.1 Please read these terms of business (“Terms”) before subscribing to or purchasing any of the materials, publications, services and/or information (together the “Materials”) available from the Informa Healthcare division of Informa UK Limited (“Informa”, “our”, “we” or “us”).
- 1.2 Unless otherwise agreed by us in writing or otherwise expressly stated below, these Terms govern the supply of and/or your access to any of the Materials, whether in print or in electronic format and regardless of the means of delivery, to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
- 1.3 Any additional terms and conditions (“Additional Conditions”) applicable to particular Materials will be set out on the relevant client order form (“Order Form”). If any of the Additional Conditions are inconsistent with any of these terms and conditions, the Additional Conditions will prevail, but only to the extent of the inconsistency. The Order Form will indicate the particular Materials to which you have subscribed.

2. Definitions

- 2.1 Throughout these Terms and in the Order Form, the following definitions apply:-

“Computer Network” any electronically-linked configuration in which two or more users have common access to software or data

“Client”, “you” or “your” any person, firm, company or other body which enters into an agreement with Informa to receive or have access to any Materials, (regardless of the mode of their delivery to the Client), but this does **not** extend to or include other companies which may be part of the same group as the Client

“Client Location” a geographical site specified by a single mailing address in the Order Form

“Data” information contained in:-
(a) any of the Materials; or
(b) any Product
which the Client has selected to be supplied by Informa. The expression “Data” also includes any software (whether or not proprietary) supplied by Informa as part of any Product for processing the information contained in it

“Deliverables” any items described in the Order Form which form part of the Materials purchased or subscribed for by the Client and which are to be delivered by (or on behalf of) Informa

“EDS”	stands for “Electronic Data Storage” and means any automated mode of storing accessible data whether or not digital, including computer hard drives, PDFs, ROM files, tapes, CDs, diskettes, DVDs or any other means of storage of information excluding physically printed data
“One-off Purchase”	means the purchase of any Materials by the Client other than on a Subscription basis
“Online Services”	online Materials available on the websites operated by Informa
“Personnel”	means any employee, staff member, student, registered patron, or other persons affiliated with Client or otherwise permitted to use Client’s facilities.
“Product”	any combination of Data published, supplied or distributed by Informa in whatever medium now known or developed in the future
“Services”	any services described in the Order Form which are associated with and/or form part of the Materials purchased or subscribed for by the Client
“Subscription(s)”	This can refer to a “paid for” subscription or to “a registration” for a controlled circulation journal (as defined by its terms of control by the appropriate audit authority (BPA or ABC); it also refers to a subscription renewal or a re registration.
“Subscription Period”	means the period for which the Client has obtained the agreement of Informa to provide or make any particular Materials and/or Products available to Users (provided that such period has not been terminated under any other provision of the Terms) and Subscription has a corresponding meaning. Unless we agree otherwise, a Subscription Period begins only when full payment has been received by Informa or, in the case of a controlled circulation journal, it begins only when we are in receipt of a fully completed and qualifying registration card which complies with the latest terms registered with the appropriate BPA or ABC audit authority. We also maintain the right to place such registrants on a waiting list for a non specified time period. We may also request that to keep a registration current that it needs to be remade within each 12 month period.
“User”	means any member of Personnel who has been included in the agreed total number of Users set out in the Order Form and who is authorised by both Informa and the Client to have access to or otherwise be supplied with the Materials and/or Products purchased or subscribed for by the Client

References to the singular include the plural, and references to one gender include all other genders.

Part 2

3. Terms applicable to all Materials and Products

- 3.1 We warrant that:
- (a) we have a right to license the Materials and Products to you; and
 - (b) we will provide the Materials and Products with reasonable skill and care.
- 3.2 Informa grants you a non-exclusive, non-transferable licence to use and/or to access the Materials and/or the Products to which you have subscribed but only in accordance with the permitted use terms and restrictions applicable to the type of licence granted to you. You undertake to comply with the permitted use terms and restrictions applicable to the type of licence granted to you and to procure that all Users and/or members of your Personnel do likewise.
- 3.3 The licence granted to you is granted on these Terms and on any Additional Conditions applicable to particular Materials and/or Products as set out on the Order Form.
- 3.4 The Order Form will indicate the particular Materials and/or Products to which you have subscribed and which type of licence you have been granted the different licence options being classified as follows:
- (a) Single User Licence (please see Part 6 for permitted use terms and restrictions); or
 - (b) Site Licence (please see Part 6 for permitted use terms and restrictions); or
 - (c) Multi-Site Licence (please see Part 6 for permitted use terms and restrictions); or
 - (d) Institutional License (please see Part 6 for permitted use terms and restrictions).
- 3.5 We have used our reasonable endeavours to ensure that all Materials, Products and Online Services comply with English laws. However, we make no representations that the Materials, Products and/or Online Services are appropriate or available for use in locations outside England. Those who visit our 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 use and purchase or subscribe to the Materials, Products and/or Online Services and, to the extent permitted by applicable law, Informa accepts no liability for any costs, losses or damages in this regard.
- 3.6 The contents of the Online Services and of the Materials and of Products are protected by international copyright laws, database rights and other intellectual property rights. The owner of these rights is Informa, our affiliates or other third party licensors. All product and company names and logos contained within our website or the Online Services or the Materials or Products are the trade marks, service marks or trading names of their respective owners, including us. All of our rights which are not specifically granted to you by these Terms are reserved to us.
- 3.7 Except as set out in sub-clause 3.1, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Materials, the Online Services, Products, our website or any information or service provided through our website. We will try to ensure that information and content in any Materials, Products or Online Services purchased by you or for which you subscribe are accurate but please note that all information and content in Materials,

Products and Online Services are provided on an “as is” basis and you assume total responsibility and risk for your use of information and content in Materials, Products and Online Services.

- 3.8 We accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of Online Services, Materials or any Product, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of Informa or our servants, agents or any other person or entity.
- 3.9 If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Online Services or the Materials or any Product in the year in which such liability arose.
- 3.10 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use Online Services or to use or receive Materials or any Product. 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 Online Services or that Materials or Products 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.
- 3.11 No limitations in these terms shall not apply to any liability we may have for (1) death or personal injury resulting from our negligence, (2) from our fraudulent misrepresentation or (3) any other fact or matter for which by law we may not exclude or restrict our liability.
- 3.12 You may not assign, transfer or sub-licence any of your rights under these Terms and/or the Order Form.
- 3.13 These Terms together with the Additional Conditions, the Order Form and payment method instructions, (if any), are the whole agreement between you and Informa. You acknowledge that you have not entered into this agreement in reliance upon any statement, warranty or representation made by Informa or any other person and you irrevocably and unconditionally waive any rights to claim damages and/or to rescind this agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in these Terms, the Additional Conditions, the Order Form and payment method instructions (if any).
- 3.14 These Terms and your use of our websites are governed by English law and you submit to the exclusive jurisdiction of the English courts.
- 3.15 Except in respect of a payment obligation, neither you nor Informa will be held liable for any failure to perform any obligation to the other due to causes beyond your or Informa’s respective reasonable control.
- 3.16 Failure or delay by either party in enforcing an obligation or exercising a right under these Terms does not constitute a waiver of that right or remedy.
- 3.17 These Terms do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 3.18 The following applies to any information you provide to us, for example, during any registration or subscription process:
 - (a) You authorise us to use, store or otherwise process any personal information which relates to and/or identifies you and/or Users, (including, but not limited

to, names and addresses), to the extent reasonably necessary for us, our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our "Partner Companies") to make available and/or to provide the Materials and/or any Products to you and/or to Users. These Partner Companies may be located in countries outside the European Economic Area that do not have laws to protect your information.

- (b) If you obtain or choose to buy Materials and/or Products through our website then we may collect information about your buying behaviour and if you send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this clause 3.18 shall be known as the "Purposes"). All such information collected by us shall be referred to in these Terms as "Personal Information".
- (c) By accepting these Terms, you agree to the processing and disclosure of the Personal Information for the Purposes.

3.19 We have the right (but not the obligation) to monitor use of the Online Service and/or access to Materials in order to verify compliance with these Terms and any Additional Conditions and/or any operating rules established by us and/or to satisfy any law, regulation or authorised government request.

3.20 We are entitled (in our absolute discretion and without any requirement for explanation) to refuse any subscription or purchase request for any of the Materials. We will not be bound to supply or permit access to any of the Materials unless and until (a) we receive a properly completed and signed Order Form from the prospective Client and (b) we sign the Order Form and confirm our acceptance to you and (c) we have received payment in full for the Materials. If (in our absolute discretion) we agree to accept payment after the start of the Subscription Period, you will pay us the amount due within 30 days after the date of our invoice to you for the Materials (unless otherwise agreed).

Part 3

4 Terms applicable to Online Services

- 4.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, e-mail verification and password that may be given to you (or to your authorised Users) or selected by you (or by your authorised Users) for access to Online Services. You may not share these with or transfer them to any third parties and you will procure that your authorised Users do not share these with or transfer them to any third parties. You must notify Informa immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.
- 4.2 We will of course try to make Online Services available but cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and we do not accept any liability for their unavailability. You must not attempt to interfere with the proper working of the Online Services and, in particular, you must not (a) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device (b) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).
- 4.3 Informa makes no representations whatsoever about any other websites which you may access through the Online Services. When you access any other website you understand that it is independent from Informa and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that Informa endorses or accepts any responsibility for the content, or the use of, such a website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.
- 4.4 Our websites are controlled and operated by us from our offices in England. Where Materials and/or Products published in the Online Services are supplied by third parties, you understand that we do not control or endorse their contents in any way. All Materials and/or Products which are offered by third parties are published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of those Materials or Products (on or off-line) or for the use of those Materials or Products.
- 4.5 We reserve the right:
- (a) to make changes or corrections and to alter, suspend or discontinue any aspect of the Online Services;
 - (b) to vary the technical specification of the Online Services;
 - (c) temporarily to suspend your access to Materials and/or Products to which you have subscribed through the Online Services (and/or to the Online Services generally) for the purposes of maintenance or upgrade (but we will use our reasonable endeavours to minimise the period of suspension).

Part 4

5. Terms applicable to Subscriptions only

- 5.1 Informa will supply and/or grant you access to the Materials and/or Products to which you have subscribed for the Subscription Period as set out on the Order Form.
- 5.2 Informa may terminate or suspend your Subscription at any time if you are found in breach of any of these Terms or of the Additional Conditions. In these circumstances you will not be entitled to any refund (if the subscription was paid for).
- 5.3 We reserve the right at any time during the Subscription Period:
- (a) to make changes or corrections and to alter, suspend or discontinue any aspect of any of the Materials or of any Product;
 - (b) to vary the technical specification of any of the Materials or of any Product;
 - (c) at any time to withdraw any of the Materials or any Product (or any part of the Materials or of any Product) to which you have subscribed if Informa ceases to publish or ceases to have the right to publish the relevant Materials or Product or if the same are the subject of a libel or copyright or other third party right infringement allegation and Informa considers that withdrawal is advisable in the circumstances.
- 5.4 If we exercise our right to withdraw Materials or Products under clause 5.3(c), we may offer you broadly equivalent replacement materials and information instead of those withdrawn but if you notify us that you do not wish to accept such replacements or if we are unable to (or do not) offer such replacements, then we will refund the unexpired portion of your subscription payment (if applicable) in respect of the withdrawn Materials or Products for the Subscription Period in question. Any such refund will be in final settlement of the matter and will discharge all of our liabilities to you in respect of the withdrawn Materials or Products.

Part 6 - A

6. Single User Licence - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

(a) you **may**:

- (i) display such Materials and/or Products electronically to **one** member of your Personnel who is nominated by you to be the User;
- (ii) download and store **one** copy of such Materials and/or Products in machine readable form;
- (iii) use limited and insubstantial extracts from the Data for external purposes **provided that** such use is in the ordinary course of your business and does not form part of a regular or routine pattern of use and **provided further that** where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with Informa) not be released unless the following conditions are complied with:-
 - either a proof, copy or relevant section of the document are supplied to Informa for release authorisation during UK office hours and Informa gives such authorisation in writing - Informa will not unreasonably withhold or delay such authorisation; and
 - Informa's copyright notice is included in the document; and
 - expressly and with reasonable prominence, Informa is acknowledged as the source of the Data so used;
- (iv) print **one** copy of such Materials and/or Products; and
- (v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

(b) you may **not**:

- (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
- (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
- (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network;
- (iv) distribute the Materials, Products and/or Data via an intranet or global network;
- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
- (vi) allow any person to use and/or gain access to the Materials, Products

and/or Data other than in accordance with these Terms;

- (vii) allow any person other than the one named authorised User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the one named and authorised User to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

Part 6 - B

6. Site Licence - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

(a) you **may**:

- (i) display such Materials and/or Products electronically to the agreed number of Users set out in the Order Form being persons individually nominated by you to be the Users who are all members of your Personnel located at the Client Location;
- (ii) download and store no more than **one** copy per named and authorised User of such Materials and/or Products in machine readable form;
- (iii) use limited and insubstantial extracts from the Data for external purposes **provided that** such use is in the ordinary course of your business and does not form part of a regular or routine pattern of use and **provided further that** where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with Informa) not be released unless the following conditions are complied with:-
 - either a proof, copy or relevant section of the document are supplied to Informa for release authorisation during UK office hours and Informa gives such authorisation in writing - Informa will not unreasonably withhold or delay such authorisation; and
 - Informa's copyright notice is included in the document; and
 - expressly and with reasonable prominence, Informa is acknowledged as the source of the Data so used;
- (iv) print no more than **one** copy per named and authorised User of such Materials and/or Products; and
- (v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

(b) you **may not**:

- (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
- (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
- (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network;
- (iv) distribute the Materials, Products and/or Data via an intranet or global network;
- (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into

- any country), other than in compliance with applicable laws;
- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
 - (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
 - (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
 - (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

Part 6 – C

6. **Multi-Site Licence** - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):
- (a) you may:
- (i) display such Materials and/or Products electronically at the agreed number of locations set out in the Order Form but only to the agreed number of Users set out in the Order Form (this being the combined total number of Users for all of such locations) being persons individually nominated by you to be the Users who are all members of your Personnel;
 - (ii) download and store no more than **one** copy per named and authorised User of such Materials and/or Products in machine readable form;
 - (iii) use limited and insubstantial extracts from the Data for external purposes **provided that** such use is in the ordinary course of your business and does not form part of a regular or routine pattern of use and **provided further that** where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with Informa) not be released unless the following conditions are complied with:-
 - either a proof, copy or relevant section of the document are supplied to Informa for release authorisation during UK office hours and Informa gives such authorisation in writing - Informa will not unreasonably withhold or delay such authorisation; and
 - Informa's copyright notice is included in the document; and
 - expressly and with reasonable prominence, Informa is acknowledged as the source of the Data so used;
 - (iv) print no more than **one** copy per named and authorised User of such Materials and/or Products; and
 - (v) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.
- (b) you may **not**:
- (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
 - (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
 - (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network;
 - (iv) distribute the Materials, Products and/or Data via an intranet or global network;
 - (v) use the Materials, Products and/or Data in any manner, (or transfer or

export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;

- (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
- (vii) allow any person who is not a User to use and/or gain access to the Materials, Products and/or Data;
- (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data; or
- (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than the agreed number of Users to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

Part 6 - D

6. Institutional License - In relation to the Materials and/or Products which you have purchased or to which you have subscribed (whether in hard copy, EDS or other electronic form and regardless of the means of access or delivery):

(a) you **may**:

- (i) display such Materials and/or Products electronically to members of your Personnel wherever in the world they may be located;
- (ii) allow members of your Personnel to gain access to Informa's website by using the generic username(s) and password(s) supplied by Informa;
- (iii) use limited and insubstantial extracts from the Data for external purposes **provided that** such use is in the ordinary course of your business and does not form part of a regular or routine pattern of use and **provided further that** where extracts of the Data are contained in documents which are to be included in press releases and/or otherwise made publicly available, such extracts of the Data shall (unless otherwise agreed with Informa) not be released unless the following conditions are complied with:-
 - either a proof, copy or relevant section of the document are supplied to Informa for release authorisation during UK office hours and Informa gives such authorisation in writing - Informa will not unreasonably withhold or delay such authorisation; and
 - Informa's copyright notice is included in the document; and
 - expressly and with reasonable prominence, Informa is acknowledged as the source of the Data so used;
- (iv) retrieve extracts of the Data for the purposes of internal distribution within the Client;
- (v) download, reproduce and store limited extracts of the Data in one or more internal databases of the Client for subsequent retrieval, analysis, manipulation, report preparation and/or other lawful internal business purposes of the Client; and
- (vi) save only as expressly permitted in accordance with sub-paragraph (iii) above, use such Materials and/or Products solely for the internal business purposes of the Client.

(b) you may **not**:

- (i) download, store, reproduce, transmit, display, copy, distribute, commercially exploit or use the Materials, Products and/or Data other than as expressly permitted in sub-clause 6(a) above;
- (ii) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials, Products and/or Data (in whole or in part) to any other person;
- (iii) make the Materials, Products and/or Data (in whole or in part) available on a Computer Network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and

- limited in order to ensure compliance with sub-clause 6(a)(i) above;
- (iv) distribute the Materials, Products and/or Data via an intranet or global network except in circumstances such that access to the Materials, Products and/or Data is strictly controlled and limited in order to ensure compliance with sub-clause 6(a)(i) above;
 - (v) use the Materials, Products and/or Data in any manner, (or transfer or export the Materials, Products and/or Data or any copies thereof into any country), other than in compliance with applicable laws;
 - (vi) allow any person to use and/or gain access to the Materials, Products and/or Data other than in accordance with these Terms;
 - (vii) allow any person who is not a member of your Personnel to use and/or gain access to the Materials, Products and/or Data;
 - (viii) modify, alter or create derivative works from such Materials, Products and/or Data nor may you create a database in electronic or structured manual form by systematically downloading and storing any of the content from such Materials, Products and/or Data (other than as expressly permitted in sub-clause 6(a) above); or
 - (ix) in the case of Materials and/or Products supplied in portable EDS, permit anyone other than members of Personnel to access the software - the Terms will continue to govern the use of the Materials and/or the Product and/or their constituent Data regardless of where the EDS containing the Materials and/or the Product and/or their constituent Data is located.

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