

## **Terms and Conditions**

**Last updated:** 26/06/2017

### **Introduction**

The following document outlines the terms and conditions for the nurselearning.co.uk website, herein referred to as 'The Website'.

These terms and conditions apply between, the user of the website, herein referred to as 'you', and the owner of the website, The European Society for Blood and Marrow Transplantation (EBMT). Please read these terms and conditions carefully, as they affect your legal rights.

Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the website. If you do not agree to be bound by these terms and conditions, you should stop using the website immediately.

In these terms and conditions, user or users, means any third party that accesses the website and is not either (i) employed by EBMT and actions in the course of their employment or (ii) engaged as a consultant or otherwise providing services to EBMT and accessing the website in connection with the provision of such services.

### **Intellectual property and acceptable use**

1. All content included on the website, unless uploaded by users is the property of EBMT, our affiliates, or other relevant third parties. In these terms and conditions, content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being sorted in a computer that appears on or forms part of this website, including any such content uploaded by users. By continuing to use the website you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the site shall be construed as granting by implication, estoppel or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owners prior written permission.
2. You may, for your own personal, non-commercial use only, do the following:
  - a) Retrieve, display and view the content on a computer screen.
  - b) Print a copy of your certificates for personal keeping and proof of completion.
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content without the written permission of the EBMT.

## **Prohibited use**

You may not use the website in any of the following manners:

1. In any way which causes or may cause, damage to the website or interferes with any other persons use or enjoyment of the website.
2. In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, or governmental order.
3. In any way make, transmit or store electronic copies of content protected by copyright without the permission of the owner.

## **Registration**

1. You must ensure that the details provided by you on registration or at any time are correct and complete.
2. You must inform EBMT immediately of any changes to the information you provide by updating your personal details to ensure EBMT can capture data effectively.
3. EBMT may block or suspend your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
4. You may cancel your registration at any time by informing EBMT in writing that you wish to do so. If you do so, you must stop using the website with immediate effect.
5. Cancellation or suspension of your registration does not affect any statutory rights.

## **Privacy policy and Cookies Policy**

- The website is hosted on a virtual private server (VPS). The data collected includes the following: Your name, the hospital you work at, your job role, your email and your password.
- EBMT collect data on the time you spend on the website including how long you spend taking a test, reading materials and on any other pages on the website. This data is automatically populated into your certificates.
- The data collected on this website can be accessed and used only by EBMT and/ or their relevant third parties associated to the website.
- EBMT may contact you regarding your use of this website if it is deemed that a conversation is needed however you will receive no promotional, spam, or unrelated emails after your registration.

- Any person(s) of any age, gender, or ethnicity may register to use this website, however, EBMT have the ability to remove your registration if they deem it necessary or fair. Reasons for your account cancellation may include but are not limited to:
  - (i) Your information not being relevant to the purpose of the website.
  - (ii) Your use of the website being deemed unrelated or suspicious.
- The website uses and collects cookies. A **'cookie'** is a small bit of text that accompanies requests and pages as they go between the Web Server and the Browser. The cookie contains information the Web application can read whenever the user visits the site.

### **Availability of the website and disclaimers**

- Any online facilities, tools, services or information that EBMT make available through this website are provided "as is" and on an "as available" basis. EBMT give no warranty that the service will be free of defects and/ or faults. To the maximum extent permitted by the law, EBMT provide no warranties (expressed or implied) of fitness for a particular purpose, accuracy of information, compatibility or satisfactory quality. We are under no obligation to update the information on this website.
- Whilst EBMT use reasonable endeavours to ensure that the website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all users take responsibility for their own security; that of their personal details and their computers.
- EBMT accepts no liability for any disruption or non-availability of the website.
- EBMT reserves the right to alter, suspend or discontinue any part (or the whole of) the website including, but not limited to, any products and/ or services available. These terms and conditions shall continue to apply to any modified version of the website unless it is expressly stated otherwise.

### **Limitation of liability**

- Nothing in these terms and conditions will:
  - (a) Limit or exclude EBMT's or your liability for death or personal injury resulting from our or your negligence, as applicable.
  - (b) Limit or exclude EBMT's or your liability for fraud or fraudulent misrepresentation.
  - (c) Limit or exclude any of EBMT's or your liabilities in any way that is not permitted under applicable law.

- EBMT will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- To the maximum extent permitted by law, EBMT accepts no liability for any of the following:
  - (a) Any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities.
  - (b) Loss or corruption of any data, database or software.
  - (c) Any special, indirect or consequential loss or damage.

### **General Information**

1. You may not transfer any of your rights under these terms and conditions to any other person. EBMT may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. We may vary these terms and conditions from time to time. Such as revised terms and will apply to the website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
3. These terms and conditions together with the Privacy and Cookies policy contain the whole arrangement between the parties relation to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
4. The contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required be deemed to be deleted and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
5. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
6. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputed arising under the agreement (including non-contractual disputed or claims) shall be subject to the exclusive jurisdiction of the English and Welsh Courts.
7. The European Society of Blood and Marrow Transplantation (EBMT) is a non-profit organisation that was established in 1974. This website is authorised by the President and Nurse Clinician in BMT RGN MSc John Murray.