

The Association of Pharmacy Technicians UK TERMS & CONDITIONS

A MEMBER OF THE PHARMACY NETWORK

1. INTRODUCTION AND DEFINITIONS:

Welcome to **the Association of Pharmacy Technicians UK** a member of The Pharmacy Network, a learning system where you can read articles, take e-learning modules, keep an e-learning log, take part in community activities and more. The Pharmacy Network is operated and maintained by or on behalf of Communications International Group Limited.

By accessing The Pharmacy Network you agree to be bound by the following terms and conditions (“**Terms**”), Our Privacy Policy and Our Cookie Policy. If you have any queries about The Pharmacy Network or these Terms, you can contact Us by any of the means set out in paragraph 17 of these Terms. If you do not agree with these Terms, you should leave The Pharmacy Network and stop using The Pharmacy Network Services immediately.

“**CIG**” or “**We**” or “**Us**” shall mean Communications International Group Ltd (registered number 01241120) whose registered address is at 239 Linen Hall, 162-168 Regent Street, London W1B 5TB, England and its subsidiaries and associated companies.

“**The Pharmacy Network**” means the network of digital training systems known as The Pharmacy Network using CIG proprietary technology and know-how and any related Pharmacy Network Services as provided by CIG or their appointed Third Party Partners

“**Pharmacy Network Services**” means the services provided in The Pharmacy Network which include but are not limited to articles, reviews, CPD learning, e-learning modules, e-learning logs and digital community activities as provided by CIG or its Third Party Partners

“**Third Party Partners**” mean organisations that CIG has licenced to use The Pharmacy Network Technology and/or CIG content

2. ELIGIBILITY AND REGISTRATION:

In order to make use of certain parts of The Pharmacy Network, you will need to register an account with Us. In order to do so, you must (a) satisfy a minimum age requirement (being a minimum of eighteen (18) years of age; (b) provide Us with complete and accurate registration information; (c) ensure your use of The Pharmacy Network is in accordance with these Terms and any Applicable Laws (as defined in paragraph 3, below); and (d) select a display name and password.

By registering an account with Us you warrant that: (a) you meet the minimum age requirement of eighteen (18) years of age; (b) you confirm you are a healthcare professional; (c) you have given complete and accurate registration information, and will keep that information updated; and (d) your use of The Pharmacy Network does not violate these Terms or breach any Applicable Laws.

You acknowledge that you will be responsible for all activities which take place under your display name and for keeping your password secure. If you become aware of any actual,

threatened or suspected unauthorised use of your display name and/or any other breach of security, you agree to notify Us immediately.

You may cancel your account with Us at any time by following the instructions on the account settings page. We may terminate your account with Us for any or no reason, at any time, with or without notice and without liability.

In order to use The Pharmacy Network, you will require access to the world-wide web. You are responsible for any connection, service and other fees associated with such access and for providing all equipment necessary to enable you to connect to the world-wide web (including a computer and modem or other access device).

3. GENERAL RULES RELATING TO CONDUCT:

The Pharmacy Network is made available for your own, personal use. The Pharmacy Network must not be used for any commercial purpose whatsoever or for any illegal or unauthorised purpose. When you use the Pharmacy Network Services you must comply with all applicable UK laws relating to online conduct (including, without limitation, content which can be posted online) and with any applicable international laws, including the local laws in your country of residence (together referred to as “**Applicable Laws**”).

4. PERSONAL CONTENT SUBMITTED TO THE PHARMACY NETWORK:

You are responsible for any information, data, text, music, software, sound, photographs, graphics, video, messages or other content (together referred to as “**Content**”) which you post to or upload and/or display (in public or privately) to The Pharmacy Network. CIG may (but shall not be obliged to) delete, edit, lock, move or remove any Content without notice and for any reason and/or to record the IP address from which any Content is posted, uploaded and/or displayed without notice and for any reason, including, without limitation, Content which, in our sole discretion, violates these Terms or is or may be irrelevant, out of date, inappropriate or objectionable in any way whatsoever, or in respect of which CIG receives any complaint (whether justified or not).

By posting, uploading and/or displaying any Content to The Pharmacy Network you warrant that: (a) you own all intellectual property and proprietary rights in such Content or that you have a licence from the owner of such rights to post, upload and/or display such Content on The Pharmacy Network; and (b) the posting, uploading and/or displaying of such Content on The Pharmacy Network and the grant of the licence to CIG and its group companies (on the terms set out below) will not infringe the intellectual property or proprietary rights of any third party.

If you upload, post or otherwise transmit any Content to The Pharmacy Network, you automatically: (a) grant other users of The Pharmacy Network the right to access the same and use it in accordance with these Terms, and (b) grant CIG and its group companies a non-exclusive, royalty free, sub-licensable, perpetual, world-wide licence to use, modify, publish, publicly perform, publicly display and distribute such Content: (i) on and through The Pharmacy Network and in all promotional materials relating thereto; and (ii) in any other form or medium. You continue to own the Content after it is posted to The Pharmacy Network.

You acknowledge that CIG will not (i) screen or otherwise check any Content which is submitted by you or any other user of The Pharmacy Network before it is posted, or (ii) monitor yours or any person's Content on the Pharmacy Network. As such, you as the user of The Pharmacy Network are responsible for any Content you submit to The Pharmacy Network and the manner in which The Pharmacy Network is used under your display name. You may remove any Content you have submitted to The Pharmacy Network at any time. If you become aware of any misuse of The Pharmacy Network by any person including (without limitation) any posting of Content which violates these Terms, please contact us by following the instructions set out in paragraph 17 of these Terms or click on the "Flag" link on The Pharmacy Network page next to the Content which has been posted.

While all reasonable efforts are made to maintain and back up data in The Pharmacy Network, CIG accepts no responsibility or liability for the loss of personal information or training records that may be lost to technical failure, user error or malicious interventions. **CIG strongly recommends that users of The Pharmacy Network keep an additional print or electronic copy of their personal information or training records.**

For the purposes of these Terms, Force Majeure Event means an event beyond the reasonable control of CIG including, but not limited to, industrial disputes, failure of a utility service, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. CIG shall not be liable to you as a result of any delay or failure to perform its obligations in relation to The Pharmacy Network or Pharmacy Network Services as a result of a Force Majeure Event

5. SPECIFIC RULES RELATING TO CONDUCT:

You agree that when using The Pharmacy Network, you will comply with all Applicable Laws (as defined in paragraph 3) and these Terms and you acknowledge that you are responsible for all acts and omissions which occur under your user-name. In particular, but without limitation, you agree not to:

5.1 upload, post or otherwise display Content which is or promotes behaviour which violates the rights (including, without limitation, the intellectual property rights) of a third party or which is unlawful, harmful, threatening, abusive, flaming, hateful, offensive (whether in relation to sex, race, religion or otherwise) harassing, hateful, defamatory, vulgar, obscene, invasive of another's privacy, solicits personal information from anyone under the age of 18 years, or contains any illegal content; or

5.2 upload, post or otherwise display any Content which contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of The Pharmacy Network or any server or networks connected to The Pharmacy Network or another's computer, or that contains any chain letters, pyramid-selling schemes, bulk mail, junk mail or similar; or

5.3 upload, post or otherwise display any Content containing a photograph of another person unless you have obtained that person's consent; or

5.4 harvest or collect any IP addresses or email addresses or other contact information of any members of The Pharmacy Network, by electronic means or otherwise; or

5.5 upload, post or otherwise display any Content for any commercial or business purpose including (without limitation) any Content which contains any advertising or promotional materials; or

5.6 restrict or in any way inhibit any other person's use of The Pharmacy Network; or

5.7 upload, post or otherwise display any Content which is false, misleading, unnecessary and/or repetitive including any Content which is inaccurate, out of date or repeats that previously uploaded, posted or displayed by you or another visitor, unless absolutely necessary; or

5.8 upload, post or otherwise transmit any Content to a part of The Pharmacy Network which is irrelevant to the subject matter of the Content; or

5.9 register an account with Us under more than one user name and/or user account number; or

5.10 use The Pharmacy Network in a manner that is inconsistent with these Terms and/or any Applicable Laws in force from time to time or in a manner which promotes or encourages illegal activity; or

5.11 breach the terms of any suspension or ban or seek alternative access; or

5.12 in the interests of free speech, bring any action for defamation against CIG, or any of the companies in the same group; or

5.13 use or solicit any other account holder's personal data for any purpose other than establishing non-commercial, lawful contact that such account holder would reasonably expect to welcome; or

5.14 submit Content owned by a third party without consent from that third party or submit Content in a manner which expressly or impliedly infers that such Content is sponsored or endorsed by The Pharmacy Network; or

5.15 use The Pharmacy Network in any unlawful manner or in a manner which promotes or encourages illegal activity or in a manner which could damage, disable, overburden or impair The Pharmacy Network; or

5.16 attempt to gain unauthorised access to The Pharmacy Network or any related networks, servers or computer systems connected to the Pharmacy Network; or

5.17 modify, adapt, translate or reverse engineer any part of The Pharmacy Network or use any robot, spider, site search/retrieval application or other device to retrieve or index any part of The Pharmacy Network or re-format or frame any portion of the web pages comprising The Pharmacy Network, unless permitted by law; or

5.18 remove or obstruct from view any advertisements and/or any copyright, trademark or other proprietary notices contained on or in The Pharmacy Network; or

5.19 contact any other user of The Pharmacy Network if they have expressly asked you not to; or

5.20 attempt to impersonate any other user or account holder of The Pharmacy Network; or

5.21 use the display name and/or password of any other account holder of The Pharmacy Network or disclose your password to any other person; or

5.22 upload, post or otherwise display any Content comprising an advertisement or accept payment or anything of value from any person in exchange for you uploading, posting or displaying any Content or otherwise performing any commercial activity on or through The Pharmacy Network on behalf of such person (including, without limitation, posting on the forum or in general comments for a commercial purpose and/or sending messages to other users of The Pharmacy Network with a commercial purpose).

You agree to indemnify CIG and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of The Pharmacy Network, and any use of the same under your username other than in accordance with these Terms or Applicable Laws.

6. CIG MATERIALS:

The copyright in all material contained on, in, or available through The Pharmacy Network including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof, and all source code, software compilations and other material (“**CIG Materials**”) is owned by or licensed to CIG. All rights are reserved worldwide. You can view, print or download extracts of the CIG Materials solely for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Material without CIG’s express permission. You must not frame or link to The Pharmacy Network or any part of it without our permission.

Any trademarks, service marks, and logos (“**CIG Trade Marks**”) contained on or in The Pharmacy Network are exclusively owned by CIG. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate CIG Trade Marks without the prior written consent of CIG.

New or updated CIG Materials may be added to The Pharmacy Network, the subject, scope frequency and timing of such new or updated CIG Materials being at the sole discretion of CIG

7. THIRD PARTY PARTNERS MATERIALS:

The Pharmacy Network may contain content uploaded by Third Party Partners. CIG does not have any influence or control over any Materials provided by Third Party Partners in their

version of The Pharmacy Network and is not responsible or liable for Third Party Materials placed therein by the third party. CIG does not endorse any Third Party Materials, view or opinion placed on The Pharmacy Network by Third Party Partners.

The copyright in all original material, but not CIG Material, provided in Third Party Partner versions of The Pharmacy Network including all information, data, text, music, sound, photographs, graphics and video messages, the selection and arrangement thereof (“**Third Party Materials**”), is owned by or licensed to the Third Party Partner. Usage of Third Party Materials is covered by the terms and conditions of the Third Party Partners.

Any Third Party Partner trademarks, service marks, and logos (“**Third Party Partner Trade Marks**”) but not CIG Trademarks, contained on or in The Pharmacy Network are exclusively owned by the Third Party Partner. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate Third Party Partner Trade Marks without the prior written consent of Third Party Partner.

New or updated Third Party Materials may be added to Third Party Partner versions of the Pharmacy Network, the subject, scope frequency and timing of such new or updated Third Party Materials being at the sole discretion of the Third Party Partner.

8. CIG PRIVACY POLICY:

We take your privacy very seriously. CIG will only use your personal information in accordance with the terms of The Pharmacy Network Privacy Policy. By using the Pharmacy Network, you acknowledge and agree that you have read and accept the terms of The Pharmacy Network Privacy Policy and these Terms & Conditions.

9. DISCLAIMER/LIABILITY:

USE OF THE PHARMACY NETWORK IS AT YOUR OWN RISK. THE PHARMACY NETWORK IS PROVIDED ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) CIG DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE PHARMACY NETWORK; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE PHARMACY NETWORK (WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, INTEROPERABILITY, THIRD PARTY PARTNER MATERIAL, QUIET ENJOYMENT AND TITLE ARE, AS BETWEEN CIG AND YOU, HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR THE CONDUCT OF ANY USER OF THE PHARMACY NETWORK; ANY TECHNICAL FAILURE OF THE INTERNET OR THE PHARMACY NETWORK; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THEIR USE OF THE PHARMACY NETWORK. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

CIG will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the Pharmacy Network, for any: (i) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or (ii) loss of goodwill or reputation; or (iii) special or indirect or consequential loss.

NOTWITHSTANDING THE ABOVE IF CIG IS HELD LIABLE TO YOU IN RELATION TO THE PHARMACY NETWORK OR PHARMACY NETWORK SERVICES, THAT LIABILITY (HOWSOEVER ARISING) SHALL BE LIMITED TO THE SUMS PAID BY YOU TO ACCESS THE PHARMACY NETWORK SERVICES. ANY LIABILITY OR LOSS INCURRED (DIRECTLY OR INDIRECTLY) RELATING TO THIRD PARTY PARTNERS VERSIONS OF THE PHARMACY NETWORK IS THE RESPONSIBILITY OF THE THIRD PARTY PARTNER

Nothing in these Terms shall be construed as excluding or limiting the liability of CIG or its group companies for death or personal injury caused by its negligence or for any other liability which cannot be excluded by English law.

10. ACCESS RESTRICTION AND SERVICE SUSPENSION OR TERMINATION:

CIG reserves the right in its sole discretion to deny you access to The Pharmacy Network, or any part thereof, with or without notice and for any reason including, without limitation, if you fail to comply with any clause 5 (Member Conduct) or any other provision of these Terms. In particular, CIG may deny you access to The Pharmacy Network if CIG exercises its right to delete, edit, lock or remove any Content posted, uploaded or displayed by you. CIG reserves the right to suspend or cease providing all or any of The Pharmacy Network services, without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

11. ADVERTISERS ON THE PHARMACY NETWORK:

We accept no responsibility for advertisements posted on The Pharmacy Network. If you agree to purchase goods and/or services from any third party who advertises on The Pharmacy Network, you do so at your own risk. The advertiser, not CIG, is responsible for such goods and/or services and if you have any queries or complaints in relation to them, your only recourse is against the advertiser.

12. ONLINE COMPETITIONS:

If you take part in any competition which is run on or through The Pharmacy Network (“**Competition**”), you agree to be bound by the rules of that competition and any other rules specified by CIG from time to time (“**Competition Rules**”) and by the decisions of CIG, which are final in all matters relating to the Competition. CIG reserves the right to disqualify any entrant and/or winner in its absolute discretion without notice in accordance with the Competition Rules. In joining The Pharmacy Network, you give your permission to be invited to take part in competitions which CIG may run from time to time.

13. COPYRIGHT POLICY:

It is our policy to terminate any person's access to The Pharmacy Network if they infringe the intellectual property or proprietary rights of other users, CIG or Third Party Partners.

If you believe any of your work has been copied and posted on The Pharmacy Network in a way which infringes your intellectual property or proprietary rights, please contact us by any of the means set out in paragraph 17 or click on the "helpdesk" link at the bottom of The Pharmacy Network page or "Flag" link next to the allegedly infringing copy. You will need to provide us with the following information: (i) a description of the work that you claim has been infringed and a description of the alleged infringing copy of it; (ii) a description of where the alleged infringing copy has been posted on The Pharmacy Network; (iii) your contact details; (iv) a written statement, signed by you, to confirm that you are the owner of the work or you are authorised to act on the owner's behalf and the information you have provided to us is accurate to the best of your knowledge and belief.

14. USER INTERACTION:

You are responsible for how you interact with other users of The Pharmacy Network. We reserve the right, but have no obligation, to monitor how you interact with those persons.

15. FEEDBACK:

You may from time to time choose, at your sole discretion, to provide suggestions, comments, improvements, ideas, recommendations or other feedback ("**Feedback**") related to The Pharmacy Network.

If you choose to provide to CIG any such Feedback, you hereby assign all ownership in and to such Feedback to us and acknowledge that we will be entitled to use and implement any such Feedback in any manner without restriction, and without any obligation of confidentiality, attribution or compensation to you. To the extent the foregoing is deemed ineffective, you also hereby grant The Pharmacy Network a nonexclusive, perpetual, irrevocable, transferable, sub licensable, royalty free, fully paid up license to use such feedback. CIG is under no obligation to enact or action any Feedback it receives.

16. GENERAL:

These Terms (as amended from time to time) constitute the entire agreement between you and CIG concerning your use of The Pharmacy Network and supersede any previous arrangement, agreement, undertaking or proposal, written or oral between you and CIG in relation to such matters.

CIG reserves the right to update these Terms from time to time. If it does so, the updated version will be effective as soon as it is uploaded on to The Pharmacy Network and your continued use of The Pharmacy Network following any changes constitutes your acceptance of the new Terms. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them. No other variation to these Terms shall be effective unless in writing and signed by an authorised representative on behalf of CIG.

These Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or relating to these Terms and/or your use of The Pharmacy Network.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

CIG's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CIG in writing.

Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you, CIG and Third Party Partners.

These Terms & Conditions should be read in conjunction with The Pharmacy Network Privacy Policy.

17. CONTACT US:

You can contact us at Communications International Group Limited, 239 Linen Hall, 162-168 Regent Street, London W1B 5TB, United Kingdom

Telephone: +44(0)20 7434 1530

Email: feedback@1530.com

These Terms and Conditions were last updated on 24th April 2018.