

FSRH - Website Terms of Use (last updated May 2016)

This page tells you the terms of use on which you may make use of our website <http://www.fsrh.org> (our site), whether as a guest or a registered user.

This website is managed by The Faculty of Sexual and Reproductive Healthcare (FSRH). By entering or using this site, you accept the following terms and conditions.

Modifications and additions to the site

We may make changes to these terms and conditions at any time. Changes will be posted here and are effective immediately. Regularly reviewing this page ensures that you are always aware of the terms and conditions for your use of the site.

About this website

The purpose of this website is to provide information and services to the membership of The FSRH, and to provide information to other interested parties.

We will do our best to ensure that content on this site is accurate and up to date, and to address any errors or omissions as soon as they are identified, however:

- we cannot guarantee that the content is always accurate and up to date, or that it applies to your individual circumstances
- content of this site is not intended to be used as a substitute for legal or professional advice
- you should seek any appropriate professional or legal advice relevant to your particular circumstances

Acceptable use policy

Prohibited Uses

You agree to use this site for lawful purposes only. You must not use this site:

- to send, state, publish, use or reuse any material which is offensive, abusive, defamatory, indecent, obscene, threatening or illegal or in breach of copyright, trade mark, confidence, privacy or any other rights;
- 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 transmit any chain letters, spam letters, or junk email or participate in mischievous or malicious behaviour which causes or may cause damage, annoyance, inconvenience or needless anxiety to this website or any other party
- 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 the provisions of our terms of website 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.

You may not circumvent or attempt to circumvent security measures or try to modify the site content except as expressly permitted.

We reserve the right to exclude a particular user from a service, and/or delete their details, if they abuse it (which could include, but is not limited to, hacking, submission of obscenities, fraud or the spreading of computer viruses). We may also make changes to a service without warning - this may include the removal of a service at any time.

In the interests of all our users, we will co-operate with investigations by any law enforcement agency or relevant authority of suspected criminal activity or violation of systems or networks.

Interactive Services

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.

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).

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.

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.

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.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- 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 such as (by way of example only) copyright infringement or computer misuse.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy 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 this policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and 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 or 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 this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Limitations of Use

The materials on this site are for the use of Honorary Fellows, Members, Diplomates and trainees of the Faculty of Sexual and Reproductive Health Care. The information in this website is for general guidance only and is not medical advice.

Under no circumstances shall the FSRH be liable for any special or consequential damages arising from the use or reliance on information contained within the website.

Intellectual property rights and copyright

All rights in with the information and downloadable documents published on this website shall remain with The FSRH and, save as expressly set out in these terms or as permitted in accordance with the Copyright, Designs and Patents Act 1988, are reserved.

You may print and download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

The copyright and any other intellectual property rights in any adaptations or resulting from any use of the information and downloadable documents shall belong to and shall be assigned (by way of present assignment of future rights) to the FSRH.

All materials contained on this web site are the property of the FSRH and protected by copyright unless otherwise indicated.

Material from this web site must not be used without prior consent from the Faculty

Third party content and links to external websites

We are not responsible for the content of any linked website and cannot take responsibility for the consequences of your using the information or services on linked websites. We cannot guarantee that these links will work all of the time and we have no control over the contents of those sites or resources. Our website does not endorse or favour any specific commercial product or business. Web sites linked to from this website are present only because they may be useful additions to the information we provide.

Websites that we link to may have Terms and Conditions that are different from ours. Do not assume that our Terms and Conditions apply to other websites.

Online services, transactions and payments

When using this website you may access or follow links to a number of online services or transactions. Each of these services may have its own Terms and Conditions or end user licenses that apply only to that service. Users of any service should ensure that they read the relevant terms and conditions.

We cannot guarantee the availability of any particular service provided by us.

User accounts, ID and password

Your membership logins details (or any other piece of information provided as part of our security procedures) are very important pieces of information and it is your responsibility to keep them secure. You must not disclose this information to any third party. You agree to:

- choose a new password whenever you are required to do so
- keep your membership login details confidential
- be responsible for any actions made by users you have authorised to use your membership ID and password

If you suspect your Membership ID and password has been or may be used by unauthorised persons, please notify us by contacting datamanager@fsrh.org

You are responsible for the management of information in your account.

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.

Security and virus protection

No data transmission over the internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, such transmission is at your own risk. We will not be liable for any damages or loss arising out of or resulting from any unauthorised access to, alteration to or modification of information contained on this website.

Though we make every effort to check and test our website during production, we do not guarantee that our site will be secure or free from bugs or viruses. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system. It is always wise for you to run an anti-virus program on anything you download from the internet.

We accept no liability for any loss, disruption or damage to your computer system or your data caused by using this website or arising as a result of having used the website.

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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Data Protection

Your information will be managed in accordance with the law, including the Data Protection Act 1998. For further information please read our privacy policy.([LINK TO PRIVACY POLICY](#))

General

We, our suppliers and employees are not liable for any loss or damage arising from your use of, or reliance upon the information contained on our website, or any failure to comply with these terms and conditions, where such failure is due to circumstances beyond our reasonable control.

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:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

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.

If we waive any rights available to us under these terms and conditions on an occasion, this does not mean that those rights will automatically be waived on any other or subsequent occasion.

If any part of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

Applicable Law

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. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you use information or services provided on this website from outside the UK, you are responsible for ensuring your use conforms to local laws as well as the laws of England.