

## BMJ Website Terms and Conditions

These terms and conditions (“**Terms**”) govern your use of all BMJ websites and mobile applications, including blogs (each one a “**Website**”). By using a Website which is owned or controlled by BMJ or its co-owners or licensors you agree to be bound by these Terms. You are responsible for ensuring that all persons who access our Websites through your internet connection are aware of these Terms and that they comply with them. **If you do not accept these Terms, you should not use this Website.** Any reference to “**you**” or “**your**” is a reference to you as a user of a Website.

References in these Terms to “**BMJ**” (or “**we**”, “**us**” or “**our**”) are to **BMJ Publishing Group Limited** (company no. 3102371 with registered office at BMA House, Tavistock Square, London WC1H 9JR, United Kingdom), except where the relevant Website is provided by another BMJ group company, in which case references to we, us or our, in respect of that Website, shall be references to that BMJ group company.

**We may make changes to these Terms** We may revise these Terms from time to time. It is your responsibility to check these Terms periodically for any changes. Your continued use of any Website will mean that you agree to any changes. These Terms were most recently updated on 8 May 2019.

**Accounts and passwords** If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable your access if in our reasonable opinion you have failed to comply with any of these Terms.

**Intellectual property rights** The content, layout, design, data, databases, trade marks, logos and graphics on the Website are owned by BMJ (and our licensors) and protected by intellectual property laws. Any rights not expressly granted in these Terms are reserved.

**Using our Websites** You may use our Websites for personal and lawful purposes only. You may download and print content from the Websites for your own personal, non-commercial use, provided that all copyright notices and trade marks are retained. **You must not use our Websites for any commercial purpose.** Commercial purposes include:

- copying or downloading Website content or linking to a Website for further redistribution, sale or licensing, for a fee;
- including any Website content in other work that is then made available for sale or licensing, for a fee;
- copying, downloading or posting any Website content on a site or service that incorporates advertising with such content;
- using Website content for promotional or advertising purposes, whether direct or indirect, whether for a fee or otherwise; or
- using Website content for the purposes of monetary gain by means of sale, resale, license, loan, hire, transfer or any other form of commercial exploitation.

In addition to the above, you must not:

- create derivative works of any Website content (or make any translation), or use any BMJ trade mark or logo without BMJ’s prior written consent;
- remove, obscure, or change an author’s name or affiliation, BMJ’s or its licensor’s copyright notices, policies, disclaimers, terms or other means of identification;
- systematically download or print any part of a Website;
- include, mount or distribute any of Website content in other works (other than legally permitted quotations with an appropriate citation);
- upload, send, post or submit any personal data to a Website unless you have a valid legal basis to do so;
- provide or make available by electronic means to any third party, paper or electronic copies of any Website content;
- use any web crawler or similar technology to index Website content or to scrape, build databases or otherwise create permanent copies of any part of a Website, or keep cached copies longer than permitted by the cache header; or
- misuse our Websites by knowingly introducing viruses, trojans, worms, logic bombs, spyware, adware or other material which is malicious or technologically harmful or designed to adversely affect the operation of the Websites or of any computer software or hardware relating or connecting to them. You must not attempt to gain unauthorised access to any Website, the servers on which our Websites are stored or any

server, computer or database connected to our site. You must not attack our Websites via a denial-of-service attack or a distributed denial-of service attack.

If you print off or download any material from our Websites in breach of these Terms, any rights to use the Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**Content provided to us or posted on our Websites** Some of our Websites allow you to upload, submit, post, send and receive content. You are solely responsible for all electronic communications and content you upload, submit, post or send. Any material you upload to our Website will be considered non-confidential and non-proprietary (unless otherwise stated on the Website) and for such content you grant us a transferable, royalty free, worldwide, irrevocable licence to use, copy, distribute, edit, amend, disclose, sub-licence to third parties and create derivative works for any purpose, in any media. We may remove, edit or amend any such material at any time without notice to you. To the extent moral rights attach to any material you provide, to the fullest extent permitted by law these are waived in our favour.

You must not use the Websites for any of the following:

- to send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene, menacing, racist, threatening, invasive of privacy, in breach of confidence or otherwise infringes the rights of a third party;
- to cause annoyance or inconvenience; to send chain letters, mass mailings or spam, political campaigning or commercial solicitation;
- for fraudulent purposes e.g. to impersonate a third party or otherwise mislead as to the origin of your content or to misrepresent the source or ownership of the Website or any of its content.

**Permission and re-use** Any request for permission for use of our content, logos or images, or other use of our intellectual property not authorised in these Terms or under a subscription or licence agreement, can be made [here](#).

**Open Access articles** Some BMJ Journal articles are expressly marked as “Open Access”. Where this is the case, certain extended rights of use are allowed without obtaining further permission from BMJ. Those rights are set out in the applicable Creative Commons licence that is stated in the article.

**Our liability to you** The material on our Websites is provided for information purposes. We endeavour to ensure that the information provided on Websites is accurate and up to date, however the material (whether provided by us or a third party) is made available without any guarantees, conditions, warranties or representations as to its accuracy, completeness or reliability. The content on our Websites is not intended to be advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Websites. You should be aware that professionals in the field may have different opinions. Because of this fact and also because of regular advances in medical research we strongly recommend that readers independently verify any information on which they choose to rely.

To the extent permitted by law, we expressly exclude:

- all conditions, warranties, representations and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any responsibility or liability for any direct, indirect, special or consequential loss or damage incurred by any user in connection with the Websites or in connection with the use, or inability to use, any Website, any website(s) linked to it and/or any materials posted on it (whether caused by tort, breach of contract or otherwise, even if foreseeable).

You agree that your use of any Website is at your own risk and that any damage or loss arising from your use and/or any reliance placed on its contents is your sole responsibility. This does not affect our liability for death or personal injury arising from our negligence nor any other liability which cannot be excluded or limited under applicable law.

BMJ will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

**Access** We do not guarantee that our Websites will always be available or that access will be uninterrupted. We may suspend or withdraw or restrict access to all or any part of a Website. We will try to give you reasonable notice of any suspension or withdrawal.

**Viruses** We do not guarantee our Websites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Websites.

**Third-party material on our Websites** BMJ does not claim ownership, endorse or take responsibility for any third-party products, job adverts, information, guidelines, materials or services that may be described, offered, advertised or otherwise displayed on the Websites.

**Third party links** Our Websites may contain links to external websites. Links are provided for your convenience, and do not imply endorsement or approval. We have no control over the contents or functionality of those website(s) and accept no responsibility for any loss or damages that may arise from your use of them. We are not responsible for any website outside our Websites, and any such website use will be subject to relevant terms and conditions and privacy policies.

**How we use your personal information** We will only use any personal information you may provide in accordance with our [privacy notice](#).

**Governing law and jurisdiction** These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to and/or use of the Website although we retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.