



## **TERMS OF USE OF WEBSITE**

### **1. INCORPORATION OF TERMS AND CONDITIONS**

1.1 These terms and conditions ('Terms and Conditions') set out by the Veterinary Specialist Association (VSA) below, shall apply to your use of <http://www.yourvetspecialist.org> ('Website'). As such, by continuing to use the Website, you agree to be bound by these Terms and Condition. If you do not accept these Terms and Conditions, please DO NOT continue to use the Website.

1.2 In order to access certain sections of the Website, and enjoy some of the facilities and services offered on the Website, you will need to become member.

### **2. INTELLECTUAL PROPERTY**

2.1 The contents of the Website are protected by copyright, database right, trademark and other intellectual property rights ('IPR'). You acknowledge that all IPR in the Website is owned or is lawfully licensed to VSA.

2.2 The copying or incorporation into any other work of part or all of the material available on the Website in any form is strictly prohibited save that you may:

2.2.1 print or download extracts of the material on the Website for your personal use; or

2.2.2 copy the material on the Website for the purpose of sending to individual third parties for their personal information, provided that you acknowledge VSA as the source of the material and that you inform the third party that these conditions apply to them and that they must comply with them.

2.3 Subject to the conditions set out in Clauses 2.1 and 2.2 above, any assignment, sub-license or any transfer of your rights under these Terms and Conditions is strictly prohibited.

2.4 If you breach any of the provisions in these Terms and Conditions, your authorisation to access or use the Website automatically terminates, and any information downloaded or printed from the Website shall be deemed to be in violation of these Terms and Conditions and must be immediately destroyed.

### **3. SERVICE ACCESS**

3.1 While VSA endeavors to ensure that the Website is normally available 24 hours a day, VSA shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond VSA's control.

### **4. LINKS**

4.1 VSA makes no representations whatsoever about any other website which you may access through the Website. When you access a website which does not belong to VSA, please understand that it is independent from VSA, and that VSA has no control over the contents of that website.

4.2 In addition, a link to a non-VSA website does not mean that VSA endorses or accepts any responsibility for the content, or the use, of such website or the products and/or services offered on such website. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojans and other items of a destructive nature.

4.3 You must not create a link to the Website without VSA's prior written consent. If you desire to create a link to the Website, please contact [info@yourvetspecialist.org](mailto:info@yourvetspecialist.org)

4.4 In addition, you must not frame the Website on any other websites.

## **5. VSA'S LIABILITY**

5.1 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, VSA and/or third parties connected to VSA hereby expressly exclude (1) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and/or (2) any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use and/or inability to use the Website, any websites linked to the Website and/or any materials posted on it, including, without limitation any liability for (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; and (viii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

5.2 This does not affect VSA's liability for death or personal injury arising from VSA's negligence, VSA's liability for fraudulent misrepresentation and/or any other liability that cannot be excluded or limited under applicable law.

## **6. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

VSA processed information about you in accordance with its privacy policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **7. VIRUSES, HACKING AND OTHER OFFENCES**

7.1 You must not misuse the Website site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

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

7.3 Without prejudice to the generality of Clause 5 above, VSA 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.

## **8. GLOBAL NATURE OF THE WEBSITE**

8.1 You recognise the global nature of the Website and thus, agree to comply with all applicable local laws in your jurisdiction when using the Website. In particular, you agree to comply with all relevant laws regarding transmission of technical data sent out from your jurisdiction and the European Union.

8.2 Information VSA publishes on the Website may contain references or cross-references to VSA's products and/or services that are not announced or available in your country. Such references do not imply that VSA intends to announce such products and/or services in your country. You are advised to consult VSA for information regarding the products and/or services that may be available to you.

8.3 VSA does not warrant that the materials on the Website are suitable for use outside the United Kingdom. As such, accessing such materials where the material on the Website is unlawful or illegal is strictly prohibited. In the event you choose to access the Website from locations outside the United Kingdom, you are solely responsible for your actions.

## **9. YOUR CONDUCT**

9.1 You must not use the website in any way that causes or is likely to cause the website or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us.

9.2 You must use the website for lawful purposes only. You must not use the website for any of the following:

9.2.1 For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity

9.2.2 To post, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing racist, abusive, threatening, defamatory, invasive of privacy, in breach of confidence, infringes any intellectual property rights or is otherwise injurious to third parties or objectionable; or which consists of or contains software viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, political campaigning, commercial solicitation, chain letters, mass mailings or any spam

9.2.3 To cause annoyance, inconvenience or needless anxiety

9.2.4 To impersonate any third party or otherwise mislead as to the origin of your content

9.2.5 To copy, reproduce, translate, create a derivative work of, sell, resell, lease, lend, convey, distribute, publically display or sublicense to any third party any part of our site

9.2.6 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.

9.2.7 To misrepresent the source or ownership of the websites or any content contained thereon.

9.2.8 To remove, obscure, or alter any copyright, trademark or other proprietary rights notices, falsify or delete any author attributions, legal notices or other labels of the origin or source of material.

## **10. MEMBER FORUM TERMS**

Our forums can be accessed by members of VSA only therefore content should be directed at, and relevant to, Veterinary Specialists. By using the VSA member forums, you are agreeing to our the following terms and requirements.

10.1 Your name or username will be published with your post. If they wish to contact you personally, members can find your contact details within our Member Directory, available on the Hub.

10.2 Responses are moderated by VSA Trustees after posting and the decision to edit or remove a post is at the absolute discretion of VSA. Although we endeavor to moderate the forums in timely fashion, we give no guarantees on how frequently forum material is reviewed and therefore we rely on members to maintain appropriate professional standards.

10.3 The forums are a community resource and every member should take responsibility for their content. If you are concerned about a post on our site, please email [info@vetspecialist.org](mailto:info@vetspecialist.org) to alert us to any material that you believe should be removed by VSA.

10.4 Members post directly to the forums. These will be reviewed periodically and we may remove posts. It is at our  
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absolute discretion whether we publish any particular response.

10.5 Once a post has been published on the website, you will not have the right to have it removed or edited in any way. VSA shall, however, be able to remove any post at its absolute discretion.

10.6 VSA will remove responses that we think are not appropriate, are likely to end in legal difficulties, and/or appear to be, obscene, libelous (or would require us spending time or money to establish that they aren't), in some other way illegal (for example, inciting racial hatred, contempt of court, breach of intellectual property rights), incomprehensible, insubstantial, written in capital letters, not written in English, almost entirely a quote from somewhere else, gratuitously rude, blatant advertising, or that give information on patients without their written consent. We make our own judgments on the sorts of legal issues mentioned above, rather than refer them to our lawyer.

10.7 If we are concerned a post might be considered libelous, posts don't warrant us spending time and money to confirm our judgment that something is libelous we will not make an effort to substantiate defamatory responses, we will simply remove the post. The same applies to other breaches - contempt of court, copyright, etc.

10.8 If only a line or two of an otherwise OK response is defamatory or extremely abusive, we may delete the line and post the rest.

10.9 If an animal's owner could recognise themselves or their animal from your description or anyone else could recognise the patient, please obtain the owners written consent to publication before sending your response.

10.10 Your posts must not infringe any third party's intellectual property rights.

10.11 Members are responsible for the accuracy of what they say in their posts. We cannot check facts, though we may challenge members if we think they are wrong and may ask them to substantiate what they say- for example by giving a reference. Likewise, members should challenge posts that they feel require evidence to underpin the content or claims being made

10.12 We expect members to communicate courteously, and because our threshold for removing posts is low, dealing with potentially contentious responses is a low priority for us, we will simply remove posts we feel may be perceived as discourteous.

10.13 We reserve the right to edit posts before and after publication. However, we will do minimal editing. We will more likely remove posts that are not clear and comprehensible.

10.14 We avoid entering into lengthy correspondence about why we have removed a post, it's not a good use of our resources and it is at our discretion.

10.15 Trustees, in line with their work for VSA, may use wholly anonymised forum posts or extracts from these to represent the members' views. This sole exception aside, no-one may without the express written permission of the member concerned forward, copy or quote directly from any post on the list.

## **11. GOVERNING LAW**

You agree that these Terms and Conditions shall be exclusively governed in accordance with the laws of and the courts in England and Wales.

## **12. YOUR CONCERNS**

If you have any concerns about material that appears on the Website, please contact [info@yourvetspecialist.org](mailto:info@yourvetspecialist.org)