



# Website Terms & Conditions

22<sup>nd</sup> of October, 2017

## 1. Introduction

The current general conditions of use and navigation (the "Conditions") apply exclusively between LondonLaparoscopy (the "Project"), an association founded in the London (UK), by Almedica Limited (the "Company") and between the user of the londonlaparoscopy.com (the "Site") regarding the conditions of use of the Site and navigation on these.

The Conditions shall systematically be brought to the knowledge of each user of site to allow them to use site, with any other conditions being excluded. Accordingly, by using site the user **Word did not find any entries for your table of contents.** agrees to be fully and unconditionally bound by the Conditions, to the exclusion of any other documents such as brochures or catalogues, which shall be used for information purposes only. Any contrary condition stipulated by the user, unless it is expressly accepted, shall not be binding on the Project & Company regardless of when it is brought to the knowledge of the latter. Any condition not complying with the Conditions will be discarded unless the Project & Company have recognized their applicability expressly and in writing. Any failure by the Project & Company to follow any one of the Conditions, at any given time, shall not be construed thereafter as a waiver of any one of the said Conditions. The Project & Company reserve the right to modify the Conditions at any time, on condition that the content of these modifications are put on LondonLaparoscopy.

## 2. Author and expert disclosure policy

In compliance with HonCode principles, all authors and experts involved in the elaboration of LondonLaparoscopy's scientific content confirm that they have disclosed any potential conflicts of interest or support that might cause a bias in their presentation. Our authors and experts have no financial affiliations that would affect the content of their presentations. They will not be discussing any US FDA or European EMA non-approved uses for pharmaceutical or medical device products.

## 3. LondonLaparoscopy's content

The objective of LondonLaparoscopy is to allow the consultation of medical and surgical information in all surgical specialties by surgeons, doctors, nurses, the medical profession, patients and the general public. The information contained in LondonLaparoscopy has been provided by surgeons independent of the Project & Company, and validated by an editorial and scientific committee independent of the Company. The members of the committee are listed on the Site. We shall use our best endeavours to ensure the accuracy and updating of any information published on LondonLaparoscopy, of which we reserve the right to correct the content at any time and without notice. However, we cannot guarantee the accuracy, precision or exhaustiveness of any information made available on LondonLaparoscopy. Accordingly, we refuse to accept responsibility or liability:

- for any inaccuracy or omission in the information published on LondonLaparoscopy;
- for any damage resulting from fraudulent intrusion by a third party with the effect of changing the information published on LondonLaparoscopy;
- and more generally any direct or indirect damage, regardless of its cause, origins, nature or consequences, caused by any person accessing LondonLaparoscopy or being unable to do so, by any use of LondonLaparoscopy and/or by any credit attributed to information derived therefrom directly or indirectly.

The Project & Company and LondonLaparoscopy adhere to the ethical principles applying to medical information and healthcare services provided in particular on the Internet. The information and services provided on LondonLaparoscopy do not constitute a medical consultation, neither directly nor indirectly. In no event may the proposed information and services be considered as replacement for a consultation, an examination or a diagnosis by a doctor, and they may not be construed as a means of promoting surgical techniques. Users shall not use the information on LondonLaparoscopy in order to formulate a diagnosis or to determine a course of treatment, including the taking and/or discontinuance of medication, without first

consulting a doctor.

Only a practising surgeon with State diploma or whose diploma is recognized by a State is entitled to evaluate our information and to assess, if necessary, how to practically and under his/her sole responsibility apply the surgical and medical advice published on LondonLaparoscopy.

The user acknowledges that the information made available thereto is neither comprehensive nor exhaustive, that it is offered in relation to specific cases that cannot be applied generally and that the said information does not cover the entire range of symptoms, medicinal products and courses of treatment pertaining to the various complaints concerned.

#### **4. Compliance with laws and regulations**

LondonLaparoscopy is produced from London in UK and is compliant with British law. In the event of any dispute, the competent courts of the UK alone shall have jurisdiction. When you use LondonLaparoscopy you are required to comply with any legal provisions and regulations in force and especially:

a) Applicable copyright and intellectual property regulations in multimedia creations, software, texts, articles, photos, registered trademarks, databases, and images of all kinds.

The name and trademark " LondonLaparoscopy " have been registered under British law and are protected internationally(©). If you wish to use our domain name "londonlaparoscopy.com/co.uk" or the trade name and/or mark "LondonLaparoscopy", you should first obtain our prior written authorisation. Any linking to our Site requires our prior authorisation. The Project & Company, and in certain cases its partners, are the holders of the entire collection of intellectual or industrial property rights pertaining to the content of LondonLaparoscopy. In particular, the illustrations and logos are originals and the videos have been recorded specifically for use on LondonLaparoscopy. The rights to texts written by authors have also been ceded to the Project & Company. If you use any information on LondonLaparoscopy, you are required to obtain our prior written authorisation before any distribution thereof. For such purpose, you are reminded that any indications pertaining to the existence of rights may not be deleted and that any total or partial reproduction without authorisation constitutes infringement. In addition, you are prohibited from any substantial qualitative or quantitative extraction of LondonLaparoscopy databases, or from using the databases in an abnormal context.

b) Regulations on the automated processing of personal data.

Any photographs and videos showing individuals shall only be used for the purposes of illustration. In any video commentaries and documents published on LondonLaparoscopy, no information will be given that allows the identification of patients. When you take part in forums and chats, please do not use any such identifying information when you discuss a case. The Project & Company undertakes not to disclose any information that it may receive from you to third parties. It shall remain confidential and shall only be used by our internal services for the processing of your order, as well as to enhance and customise communication and the cultural and product offer reserved for customers of the Project & Company, especially via newsletters from the Company to which you may subscribe, as well as for the customisation of the Site depending on your interests. However, when you access the Site from certain partner sites of the Project & Company and identified as such, data concerning you may exceptionally be forwarded to third parties. Please let us know if you object thereto via the e-mail addresses below. In accordance with the British Data Protection Act 1998, you may exercise a right of access, rectification and opposition with respect to the personal data concerning you. For such purpose you simply need to send us your request online, indicating your surname and forename, your address.

The Site is also designed to be particularly attentive to the needs of our members. This is one of the reasons that we use cookies and IP addresses. The purpose of cookies is to let us know that you have accessed our Site. Cookies are only therefore used by the Company for the purpose of improving the customised service intended for you. The IP (Internet Protocol) address of the computer is memorized when the visitor accesses the Site. This information is only used to establish wide-scale demographic maps indicating the points of consultation of visitors to the Site. The IP address is not however used to establish the real identity of visitors.

c) Public policy regulations, such as those pertaining to any pornographic, racist or unlawful content that may be harmful to another Internet user or may undermine the brand image of the Company, by means of provocative messages, texts or images.

d) Regulations pertaining to the privacy of individuals, whether Internet users connected to the Site or third parties.

On such basis you undertake not to send, via the interactive services offered to you, any messages of an insulting, offensive, denigrating or degrading nature or messages that are unrelated to the

issues raised.

e) Regulations pertaining to the rights of the press.

On such basis you shall refrain from any defamation or insults against online Internet users or third parties.

f) Regulations pertaining to computer fraud.

On such basis you shall refrain from any hacking of an automated data processing system or from any partial or total alteration of the elements therein. You are hereby informed that anyone committing such acts may be prosecuted. More specifically, in the context of the interactive services, the Project & Company reserves the right to delete content of any kind whatsoever, immediately and without prior notice, and especially any message, photograph or graphics that may violate applicable laws and regulations and especially those regulations mentioned hereinabove.

g) Regulations pertaining to the use of images.

Regulations pertaining to the use of images of people are respected by LondonLaparoscopy. Any use of images of people on the Site implies the previous consent of LondonLaparoscopy.

## **5. Links to other websites**

Although we take the greatest care in selecting the websites that we propose, the Project & Company shall in no event be liable for any content, information, products or services offered on websites to which there is a link from the Site. More specifically, the liability of the Project & Company, of any nature whatsoever, shall not apply on the basis of any direct or indirect damage, and in particular any loss of business, loss of exploitation, damages, punitive damages, liquidative damages, moral prejudice, legal proceedings, any commercial nuisance, loss of brand image or loss of earnings, on the basis of the content of the linked sites, of their conditions of access, published advertisement, quality and/or the specifications of products and services sold by affiliated partners, or on the basis of payment transactions via such linked sites. Our website provides links towards Partner Websites. Please note that we do not control the contents published on these Partner Websites. Our Editorial and Scientific Editing Committee remains absolutely free, unbiased and independent of any marketing or advertising influence.

## **6. Interactive services on the Site**

The entire collection of provisions in the Conditions shall apply to your participation in the interactive services proposed on the Site. You shall accordingly comply with any applicable laws and regulations, especially those described hereinabove. On such basis, you shall be solely liable for any information, messages or images, and in general for any content that you may send via the interactive services such as chat or forums in particular. You hereby agree that the Project & Company may take the initiative, without prior notice, to partially or totally delete any content that you may send or that may be sent to you via the interactive services, should such content be likely to violate any applicable regulations or be contrary to moral standards. You acknowledge that you shall be solely liable for any use that may be made of the content that you have sent, of any nature whatsoever, and that the Institute shall not monitor or warrant the accuracy, legality, quality or reliability of the content, of any nature whatsoever, that is distributed via the interactive services on the Site. You shall be solely liable for any contacts established via the interactive services on the Site.

## **7. Security**

You acknowledge that, notwithstanding the resources implemented by the Project & Company, the Internet presents specific technical features that make it impossible for the Project to guarantee the absolute continuity of access to the service or response times, as well as security in the transmission of data. In any event, you hereby acknowledge that any information and services offered on the Site:

- may be suspended due to cases of force majeure, to events beyond the control of the Project or to circumstances for which it is not responsible or liable,
- may contain errors of technical or human origin,
- may result in occasional losses of data.

Consequently, the Project & Company should not be held liable, particularly in case of:

- temporary interruptions for the updating of certain files,
- difficulties in functioning or temporary interruptions of these services outside of our control, particularly in case of interrupted electricity or telecommunication services,
- temporary interruptions of the services required for their evolution or maintenance,
- faults or failures in the Internet network affecting the transmission of messages or documents

## **8. Password management**

You shall be responsible for the conservation of the passwords and user ID that are assigned to you in order to access and use the restricted-access services on the Site. You shall ensure the implementation of any precautionary and security measures required for the protection of your password and user ID. In the event of the loss or theft of your password and/or user ID, or if you are aware that your password and user ID are being used by an unauthorised third party, you should immediately contact our team. In such an event you may:

- either ask for the replacement of your passwords and user ID if there is a risk that they may be used by a third party,
- or ask for the secure restitution of your passwords and user ID.

The Project alone shall be empowered to remind you of your passwords and user ID, in the context of a secure process following your request to our team. The Institute shall not be rendered liable for any fraudulent use of your passwords or user ID by a third party that has stolen them from you.

## **9. Disclaimers**

LondonLaparoscopy is compliant with any applicable legislation in UK. The Project & Company shall not be rendered liable for any failure to comply with the legislation of the country in which LondonLaparoscopy is delivered and/or used. You shall be responsible for verifying with any local authorities about the possibilities of importing or using any items or services that you may consider ordering. Any photographs and texts reproduced and illustrating LondonLaparoscopy are not contractually binding.

Accordingly, LondonLaparoscopy shall not be liable in the event of errors in any of the said photographs or texts, or in case of error in the presentation of Products published on the Site. When the Institute does not fulfil one or several of its duties, its liability will be limited to the total sum received from the user. The Project & Company shall not be liable for any failure to perform a confirmed agreement due to stock shortage, the unavailability of Products, force majeure, disturbances or partial or total strikes especially in postal services and means of transport and/or communication, as well as flooding or fire. The Project & Company shall not be rendered liable for any indirect damage, any loss of business, loss of exploitation, damages, punitive damages, liquidative damages, moral prejudice, legal proceedings, any commercial nuisance, loss of brand image, loss of earnings. Hyperlinks may direct to you to websites other than the Site. LondonLaparoscopy shall refuse to assume liability should the content of such linked websites fail to comply with any applicable laws or regulations. Generally-speaking, the Project & Company shall not warrant the comprehensiveness, exhaustiveness or accuracy of the content of any information and services proposed on LondonLaparoscopy, but the Project & Company shall use its best endeavours to offer users good-quality content. The Project & Company shall not be liable for any undesirable effects that may result from the application of the proposed operating techniques. Furthermore, the Project & Company do not in any event guarantee any particular result following the implementation of any information and services proposed on LondonLaparoscopy. The Project & Company may not be rendered liable for any use of LondonLaparoscopy that is contrary to the principles of integrity and ethics. In any event, the user acknowledges that the Project & Company or any one of its partners or servants may not be rendered liable on the basis of any use that the user may make of the information and services proposed on LondonLaparoscopy and agrees that such information and services shall be used under the user's sole and entire liability, supervision and management.

## **10. Advertising policy**

LondonLaparoscopy does not host any advertising in its operative technique chapters, videos or any other editorial and scientific content, at the time of writing.