

# Terms of Use

The following are terms of a legal agreement between you (hereinafter the "User") and us. By accessing, browsing, or using this website (hereafter the "Site"), you acknowledge that you have read, understood, and agree to be bound by these terms (hereinafter the "Terms of Use") and to comply with all applicable laws and regulations. If you do not agree to these terms, please do not use this Web site

We may, without notice to you, at any time revise these Terms of Use and any other information contained in this website by updating this posting. We may also make improvements or changes in the products, services, or programs described in this site at any time without notice

These Terms of Use apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with us

It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes

Every effort is made to keep the website up and running smoothly. However, we take no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control

## General

In using this Site, you agree:

- to comply with all of our policies contained in or referred to on this Site or as otherwise communicated to you by or on behalf of us from time to time;
- not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
- not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites;
- not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files
- not to use or attempt to use another's account, service or system or create or use a false identity on this Site;
- not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- not to divulge your username and password to others either on or off the Site;

- not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access;
- not use this Site to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to a patient's particular condition or situation

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations

### **Disclaimer**

Content on this website is provided for educational purposes only, and is provided for use by medical professionals. It should not be used to self diagnose or self treat. It is not intended as, nor should it be, a substitute for independent professional medical care. We recommend that you consult your own physician regarding any diagnosis, imaging interpretation or course of treatment

We cannot guarantee the accuracy of content published online and assume no legal liability or responsibility for the accuracy, currency or completeness of the information

Medical practitioners must make their own independent assessment before suggesting a diagnosis or recommending or instituting a course of treatment. The information contained within this website in no way should be seen as a replacement for consultation with colleagues and/or other sources

### **General Disclaimer**

This Site and the content available through it, are provided on an "as is" and "as available" basis. You acknowledge this having read and understood the "disclaimer" above and any other conditions brought to your attention in the course of your access to, or use of, the site

To the maximum extent permitted by law, you expressly agree that your use of the site is at your sole risk

Except as otherwise expressly agreed in writing, we expressly disclaim any implied or express representations or warranties of any kind relating to the use of this site. Without limiting the foregoing, and to the maximum extent permitted by law we assume no responsibility for, and make no warranty or representation:

as to, the accuracy, currency, completeness, reliability or usefulness of, any

information obtained through use of this site or of any advice, opinion, statement or other content or of any products or services distributed or made available by third parties through the site;

- that confidentiality of information transmitted through the site will be maintained;
- that the site will be of merchantable quality, fit for a particular purpose or meet your requirements;
- that any access to or use of the site will:
- not infringe any rights (including intellectual property rights) of any third party; or
- be free of defects, viruses, or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of a computer system.

You must take your own precautions to ensure that whatever you select for your use from this Site is free of defects, viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of a computer system. We are not liable to you or anyone else if interference with or damage to your computer system occurs in connection with your use of the Site. We do not warrant that your access to or use of the Site will be uninterrupted or error free

No advice or information, whether oral or written, obtained by you from or through your use of the site or any access to or use of this Site creates any warranty not expressly made in these terms and conditions. You acknowledge that we do not control in any respect any information, products or services offered by third parties through this site

### **Limitation of Liability**

Except as expressly provided in the following sentence, in no event will our aggregate liability to you in connection with these terms of use exceed £100. Where any legislation implies in the agreement any term, condition or warranty, and also renders void any provision in a contract which purports to exclude or modify the application or exercise of, or liability under, such term, condition or warranty, such term, condition or warranty will be deemed to be included in these terms of use, however, our aggregate liability for any breach of such term, condition or warranty will be limited, at our option, to any one or more of the following:

(a) if the breach relates to goods:

- the replacement of the goods or supply of equivalent goods;
- the repair of such goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

To the maximum extent permitted by law we exclude all liability to any person for loss or damage of any kind (howsoever caused, including by negligence) arising from or relating in any way to any access to or use of this site (including liability for any special, indirect, consequential or incidental damages, including, damages for loss of profits or revenues, business interruption, loss of programs or other data or costs of replacement goods, or otherwise, even if same have been expressly advised of the possibility of such loss or damages)

### **Indemnity**

You must indemnify and keep us indemnified and our respective directors, officers, employees and agents from and against any claims, losses, liabilities, costs, expenses (including investigative costs, court costs, legal fees, penalties, fines and interest) and damages of any kind (including those which are prospective or contingent) whatsoever and howsoever, directly or indirectly arising out of or in connection with these terms of use or your use of the site, including liability arising in connection with your breach of these terms

### **Blogs and Forums**

The Site contains areas where you may post and share comments with other Site users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through the Site unlawful, defamatory, harassing, libelous, tortious, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes illegal activities, including without limitation unauthorized uses of medical devices, or physical harm against anyone. We reserve the right but not the obligation to remove any materials it deems objectionable, in its sole discretion and without any reference to you. You agree to hold us harmless and parties with whom we have contracted for purposes of hosting or maintaining this Site from all claims from third parties based upon communications made or materials posted by you or upon your abuse of this Site

You expressly agree that you will not discuss or refer to any particular patient, any particular patient's medical condition or any other information which could identify a particular patient. You further expressly agree that you will not

discuss, endorse or refer to “off label” uses of medical products, including any uses which have not been approved by the U.S. Food and Drug Administration or other applicable regulatory agency

## **Email address**

The email address you provide us is very important to our communication with you. Your email address may be used in several ways:

We may contact you in regards to your contributions. In doing so, an email will be sent to the address you provided. You cannot opt-out of this type of communication

To facilitate communication with you in a professional way, including managing unsubscribe requests and newsletter publishing. For newsletters or other opt-in communications, you can always opt out of receiving these emails

Finally, very rarely, we may need to send important announcements to you, such as changes to this privacy policy or alterations to the site’s terms of use. You cannot opt out of this kind of email

## **Anonymity of cases/images**

All cases submitted should be de-identified and every effort has been made to de-identify those published, in such a way as to leave no way of identifying an individual patient. Information which should NOT appear on any of the cases includes, but is not limited to:

- name
- initials
- date of birth
- address, including full or partial postal code
- telephone or fax numbers or contact information
- e-mail addresses
- unique identifying numbers (e.g. UR, MRN, HID etc..)
- vehicle identifiers
- medical device identifiers (e.g serial numbers)
- web or internet protocol addresses containing any link to the patient
- biometric data
- facial photograph or comparable image
- names of relatives

If any identifying information is present the case will be taken down or altered to be anonymous. If you find such a case please contact us. If you have any concerns regarding privacy or wish to make a request for information via the Data Protection Act, please also contact us

## **Links to Other Web Sites**

This Site may from time to time contain links to other Web sites. These links are provided as a convenience and do not constitute an endorsement or recommendation by anitahzari.co.uk of or affiliation or association of anitahazari.co.uk with or responsibility of anitahazari.co.uk for the linked websites or any content, services or products available on or through such sites. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements

Links do not imply that this Site is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of ours or of any of our affiliates or subsidiaries

Links to other Web sites should not be posted by users, except when in the form of a link to a reference textbook or journal in the reference field of articles. This Site reserves the right to remove any and all links from any part of the Site and posted by any user without consultation

## **Links from Other Web Sites**

All links to this Site must be approved in writing by anitahazari.co.uk

In any event, you agree that anitahazari.co.uk reserves the right to withdraw this consent to link without reason or notice and at any time and you further undertake to delete any link for which anitahazari.co.uk's consent has been withdrawn

## **Third Party Content**

This Site may from time to time contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements or postings in online community discussions. You agree that neither anitahazari.co.uk nor its affiliates shall have any liability whatsoever to you for any such third party material, data or information.

## **Cookies**

This website does not use cookies.