

RCNi Participation Requirements

These Participation Requirements set out RCNi's requirements for use of certain parts of RCNi products which allow user generated content to be posted or uploaded. By posting or uploading content ("User Generated Content" or "UGC") (where permitted) you accept, and agree to abide by all of these Participation Requirements, which supplement our Terms and Conditions for individual users of RCNi Publications and Databases <https://rcni.com/content/terms-and-conditions> ("Terms and Conditions").

RCNi is the trading name of RCN Publishing Company Limited ("we" or "us"). We are registered in England and Wales under company number 02119155 and we have our registered office at 20 Cavendish Square, London W1G 0RN. Our VAT number is GB 577873965.

Unless otherwise stated on any particular place for posting UGC, **we do not moderate** any UGC prior to posting, but may at our absolute discretion view UGC and/or moderate it post publication. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites. Please note whether viewed or moderated by us or not, we do not endorse any UGC nor do we guarantee the accuracy or authority of any UGC and we have not verified such content. To the fullest extent permitted by law, we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of these Participation Requirements, whether the service is moderated or not.

By submitting any UGC you are agreeing to grant RCNi the rights in the UGC as stated below under RCNi Licence. Please read this carefully.

CONTENT STANDARDS

These content standards apply to any and all UGC, 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 UGC as well as to its whole.

UGC 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.

UGC 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 owed to a patient or any third party.
- 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.
- Post any names where you are not permitted to do so, or which in any way relates to any accusations, pending or current criminal proceedings.
- Post anything which would be in breach of a court order in any jurisdiction

PROHIBITED USES

You may use our services and post UGC only for lawful purposes. You may not use our services or post UGC:

- 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 any of our content standards above.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of

similar solicitation (spam).

- 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
- Attempting to impersonate anyone else

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our Terms and Conditions.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our sites;
 - any equipment or network on which our sites are stored;
 - any software used in the provision of our sites; or
 - any equipment or network or software owned or used by any third party.

REPORTING UGC

If you wish to report any UGC please report it in the manner indicated on the relevant site or contact us by email at: customerservice@rcni.com. If you simply disagree with an opinion, you may submit a reply as long as it adheres to these Participation Requirements.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these Participation Requirements. When we believe a breach of these Participation Requirements has occurred, we may take such action as we deem appropriate. **In addition, we also reserve the right to remove any UGC at our sole discretion, whether or not it breaches these Participation Requirements.**

Failure to comply with these Participation Requirements constitutes a material breach of the Terms and Conditions <https://rcni.com/content/terms-and-conditions> and hence the authority upon which you are permitted to use our sites, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our sites and/or post/ submit UGC.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our sites.
- 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 these Participation Requirements. The responses described in these Participation Requirements are not limited, and we may take any other action we reasonably deem appropriate.

SAFETY

For your own safety we ask that you do not disclose personal information about you such as your email address, home address or contact numbers. You should not post any identifying information about patients or break any confidentiality undertakings.

RCNi LICENCE

By submitting User Generated Content, you grant RCNi a non-exclusive, transferable, sub-licensable, perpetual, royalty free worldwide licence to use any of that User Generated Content that you submit on or in connection with our services and RCNi Materials (in any media), including without limitation to make derivative works. You also irrevocably waive the benefit of any moral rights you may have in any such User Generated Content. We do not however claim to own your User Generated Content but we and our licensees may use it freely without further recourse to you.

CHANGES TO THE PARTICIPATION REQUIREMENTS

We may revise these Participation Requirements at any time by amending this document. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in these Participation Requirements may also be superseded by provisions or notices published elsewhere on our sites.