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1. Introduction

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Please do read these policies about how we may process such information, including your personal data.

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ii) Registered Users, who register, and may also be Subscribers, but do not have to purchase a subscription to access certain digital RCNi Materials; and

iii) Unregistered Users, who can use certain digital RCNi Materials without access controls which are made available by RCNi.

2.1 Subscribers

2.1.1 Contract with RCNi. By submitting your payment and other subscription details online or via an application form or on the phone, you are making an offer to RCNi to buy a subscription for a month by month or a 12 month period as indicated in the ordering process and in the case of a subscription that is for digital access only you are requesting and agreeing that we may start your subscription immediately upon our acceptance of it (which means that you are not then entitled to a refund if you change your mind after we have provided you with access to your subscription) unless you cancel thereafter in accordance with section 2.1.8.A.2. Your offer will be accepted by us and a contract formed only when we have verified your payment details at which point we will confirm your subscription (by sending you a confirmation email or letter to the address you have given us) and provide you with access to (and if applicable, deliver to you) the relevant RCNi Materials for each month you subscribe or 12 months (as applicable). RCNi reserves the right to reject any offer in its absolute discretion.

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sanction, and that we may use such payment information and details in order to pay for the subscription (and for us to take such payment) throughout the period of your subscription. You repeat this representation to us when, during the period of your subscription, you need to update your payment details where, for example, your card or other payment method expires or when you change your geographical location or new details are requested for a renewal. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment (unless it has expired, in which case we will contact you). If at any time we do not receive payment or your payment authorisation subsequently expires or is cancelled, we may immediately cancel or suspend your access to RCNi Materials.

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2.1.6 Taxes and Customs. Unless otherwise indicated, the prices we state for our subscriptions are exclusive of VAT (or other similar sales tax) which, if applicable, must be paid in addition. Where you are ordering a print publication for a non UK delivery overseas, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be.

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2.1.8.A Cancellation: by you. The following cancellation rights apply for you:

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2.1.8.A.3 How to cancel. You can cancel your Subscription by contacting us at customerservice@rcni.com stating that you wish to cancel your Subscription and including in your email your name and subscription reference number(s). Alternatively, you can call our customer service helpdesk on +44 (0)29 2054 6450 or by completing our cancellation form.

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3.4 All RCNi Materials belong to RCNi or its licensors who own all intellectual property rights (including copyright) in RCNi Materials. No intellectual property rights in any RCNi Materials are transferred to you. RCNi does not however claim any ownership of any materials you include in your RCNi Portfolio, however your access to this via RCNi Portfolio is subject to the rights and restrictions in section 3 herein.

3.5 You are not permitted to upload any material from which it may be possible to identify an individual patient (including the identity of the doctor or nurse who may have administered treatment to a patient) or any other data which might otherwise be considered to be subject to patient confidentiality or other obligations of confidence.

3.6 User Generated Content. On certain platforms, certain users (where indicated and amended from time to time) will have the right to submit content. You are solely responsible for your conduct (including its accuracy and completeness) and for any data, text, files, information, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Generated Content") that you submit, upload, post or display on or include on any RCNi platforms. You must only upload the type of User Generated Content permitted for each product within the RCNi Materials (such as text only for RCNi Journals comments). By submitting User Generated Content, you also warrant that you have read and agree to be bound by our Participation Requirements, which you must read in full prior to each submission of User Generated Content as they may change from time to time. Those Participation Requirements are incorporated in these Terms and Conditions and govern all interactions with us. We reserve the right to remove your User Generated Content and to remove, suspend or discontinue your opportunity to submit, post and/or upload content, at any time and for any reason at our sole discretion and without further recourse to you. You represent, warrant and agree that no User Generated Content of any kind uploaded by you to any RCNi platforms or shared by you on or through the RCNi platform(s) will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material or otherwise contravene our Participation Requirements. Where such User Generated Content is owned by a third party, you must have all necessary permissions to use it in the manner contemplated. You agree that you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage RCNi suffers as a result of your breach of warranty. 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. If you believe that your rights have been infringed in relation to your User Generated Content, please contact customerservice@rcni.com. We do not endorse any User Generated Content nor do we guarantee the accuracy or authority of any User Generated Content.

3.7 Without limiting the generality of the foregoing, you shall not do any of the following: i) delete any author attributions, legal notices or proprietary designations, or labels in any file that is uploaded; ii) advertise, promote or offer to sell any goods or services, without prior written agreement. Please note we may, at our discretion, ask for any declaration of competing interests to be completed should we have any concerns around possible commercial promotions or, should we suspect this, or any breach of our terms, we may remove any such content at our absolute discretion; iii) include links or deep links to any website you are not authorised to link into; iv) collect email addresses or other content information from users of any RCNi Materials for any purpose including for the purposes of sending unsolicited emails or communications; v) disclose any information of a personal nature of any third party including the name, address, telephone numbers, or email addresses, and/or other personal information or information by which they may be identified from, without the prior written consent of that person; vi) use the RCNi Materials to obtain medical advice for yourself, your family, or your friends; v) including anything defamatory, illegal or objectionable in any way within any materials you create or post via RCNi Materials.

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4. Our liability to you

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4.2 RCNi will be responsible only for loss or damage that is reasonably foreseeable as a result of its breach of this agreement or otherwise as a result of a breach of a legal duty of care owed to you, and RCNi’s total financial liability to you is limited to 115% of the price you have paid for your subscription or where there is no subscription, the sum of £0 (zero pounds sterling).

4.3 RCNi is not responsible for and is not liable to you if you suffer or incur any loss as a result of matters beyond its reasonable control such as, by way of example (and not limited to), the provision or performance of public or private communications networks, internet services and/or connections, acts of God, industrial action, terrorist attack or threat. If, due to an event beyond our reasonable control, we are unable to provide access to RCNi materials for a consecutive period of more than 28 days, you may cancel your subscription and will refund any amounts that you have paid us in advance that relate to any remaining period of your subscription.

4.4 RCNi will not have any liability to you should an RCNi website become unavailable or access to a RCNi website become slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of server requests, network failures or delays, viruses, bugs or any other cause which may from time to time make an RCNi website slow, incomplete or inaccessible. You are responsible for configuring your technology, computer programmes and platforms in order to access our sites. You should use your own virus protection software.

4.5 RCNi’s liability will not be limited or excluded in the case of death or personal injury directly caused by RCNi’s negligence; nor is RCNi’s liability otherwise excluded or limited for loss or damage that cannot as a matter of law be excluded or limited.

5. General

5.1 Transferring RCNi’s rights and obligations. RCNi may transfer its rights and obligations under this Agreement to another organisation. You may not do so and any rights granted herein are personal to you.

5.2 Severability. Each of the provisions set out in this Agreement operates separately. If any court of competent jurisdiction determines that any of them are invalid, the invalidity will not affect the other provisions which shall remain in full force and effect (and construed accordingly to the extent necessary).

5.3 No waiver. If either party fails to exercise any right or remedy under this Agreement then such failure does not amount to a waiver of that right or remedy. That means in our case even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

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5.4 **Entire Agreement.** This Agreement constitutes the complete agreement between you and RCNi relating to your use of RCNi Materials.

5.5 **Alternative dispute resolution.** Alternative dispute resolution ("ADR") is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the ADR provider IDRS (Independent Dispute Resolution Service) which is part of the Centre for Effective Dispute Resolution via their website at https://www.cedr.com/idrs/. We do not intend to use ADR but may agree to do so by written consent.

5.6 **Law & Jurisdiction.** This Agreement will be subject to English law and both you and RCNi agree that the courts of England will have non-exclusive jurisdiction to settle any dispute which may arise out of, or under, or in connection with this Agreement.

These terms and conditions were published in May 2017.
Update: Special offers and trial pricing clause (2.1.5.A) was added in December 2020