

## Access Agreement for BSMD Members Only Discussion Forum

Welcome to the home of the Members Only Discussion Forum of the British Society for Medical Dermatology (“BSMD”) (hereinafter, the “Discussion Forum”). As a condition of initial and continuing participation in the online discussion and access to the Discussion Forum, BSMD requires those Members wishing to participate to accept and adhere to the terms of the following Access Agreement.

By continuing you agree to the terms set forth in the agreement.

### Rules

1. BSMD has made the Discussion Forum available to interested Members for the purpose of providing a forum for the exchange of information relating to medical dermatology and related fields of medicine. Any posted information must be related to the purposes of the Discussion Forum.
2. Members must comply at all times with UK Standards as laid out by the General Medical Council (especially regarding confidentiality) and the General Data Protection Regulations (Information Commissioner’s Office). Information posted to the Discussion Forum will not be treated as confidential and, therefore, should not identify any patient by name or other identifying features, characteristics or any other individually identifiable Patient Health Information, as defined by the ICO. In fact, since it is impossible to completely prevent any information posted to the Discussion Forum from being downloaded, reproduced, and disseminated without the knowledge of the sender(s), Members should use extreme care when posting or sending such information.
3. Posted information is not a recommendation or endorsement of a course of treatment for a particular patient. Responses are provided for informational purposes only to facilitate discussion on a given topic.
4. Members should exercise both common sense and courtesy in submitting comments or materials for posting on the Discussion Forum (“Submissions”). Inappropriate Submissions would include, for example, comments or materials that:
  - (i) make false or defamatory statements about others;
  - (ii) are obscene, vulgar, abusive, hateful or threatening;
  - (iii) harass or discriminate on the basis of race, religion, nationality, ethnicity, gender, sexual preference or other factors; or

(iv) are invasive of the privacy rights of others (e.g., by including addresses, telephone numbers or other personal information about third persons without their consent).

5. Members are prohibited from using the Discussion Forum to communicate about prices, terms of service, to exchange other proprietary information, or otherwise communicate in a manner that may violate UK competition laws.

6. Members interested in posting any files, articles, or other documents to the Discussion Forum may do so only after applying for a username and password and complying with all other BSMD Discussion Forum rules and regulations regarding such postings. Members may not post any other information subject to trademark, copyright, or other proprietary rights, except with the express consent of the owner of the rights. Unless expressly provided otherwise, Members represent that any and all material provided to BSMD for the Discussion Forum may be further published, displayed, copied, downloaded, transmitted, or modified by BSMD or any of its Members participating in the Discussion Forum.

7. Submissions may not contain comments or materials supporting or opposing any candidates for political office or otherwise relating to political activity or activity inconsistent with the BSMD purposes.

8. Members are prohibited from posting commercial messages advertising or selling goods or services.

9. Members must respect the security of the Discussion Forum and may not attempt to gain access to areas private to BSMD or other Members. A Member may not upload, post or transmit any material containing software viruses or any other computer code, files or programs designed to interrupt or limit the functionality of the BSMD Web site, computer software or hardware, or telecommunications equipment. Members may not attempt to decompile, reverse engineer, modify or hack the Web site or underlying software to defeat or overcome any encryption or digital rights management technology implemented by the BSMD, or to harm, disable, overburden, misuse or interfere with any other party's use of the Discussion Forum or the BSMD Web site, servers, networks or systems.

10. Members may not provide their passwords to any third party without the express prior written consent of BSMD.

11. Members are prohibited from using the Discussion Forum for illegal purposes or in any manner that violates the BSMD constitution or any other policies, procedures, rules or regulations of BSMD.

12. BSMD believes that anonymous postings are neither necessary for purposes of this Discussion Forum nor consistent with the professional level of dialogue expected. Therefore, the Member's name (which must be provided) will be posted with any and all Submissions.

13. BSMD shall deny access to the Discussion Forum to any Member who has not agreed to the terms of this Access Agreement and reserves the right to terminate access to any Member who does not abide by such terms.

#### BSMD's Right to Monitor and Administer the Discussion Forum

BSMD reserves the right to monitor and administer the Discussion Forum and, in its sole discretion, to refuse to post any Submissions received or to remove Submissions that have been posted to the Discussion Forum. BSMD also reserves the right to disallow the use of any particular screen name or e-mail address, or to terminate any Member's posting privileges at any time.

#### Privacy Policy

Information that Members provide to BSMD or that BSMD collects about Members through their access to and use of the Discussion Forum is subject to BSMD Privacy Policy, the terms of which are incorporated by reference into this Access Agreement.

#### Limitation of Liability and Indemnification

Any views expressed on the Discussion Forum are those of the individual participants. They do not and should not be construed as representing the views of BSMD. BSMD makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted to the Discussion Forum, whether posted by BSMD or any third party, and BSMD assumes no responsibility or liability regarding the use or misuse of such information for any purpose. The information, opinions, and recommendations presented within the Discussion Forum are for general information only. Such information should not be considered professional advice and is not intended to replace consultation with a qualified professional. Moreover, BSMD makes no warranty that the Discussion Forum, or any computer, server, device, software, or other technology associated with the Discussion Forum, is free of viruses, worms, or other elements or codes that manifest contaminating or destructive properties. Unless specifically stated otherwise, BSMD does not endorse, approve, recommend, or certify any information, product, process, service or organization presented or mentioned on the Discussion Forum, and information from the Discussion Forum should not be referenced in any way to imply such approval or endorsement. **NEVERTHELESS, BSMD RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND DECLINE TO POST AND/OR REMOVE MESSAGES OR**

MATERIALS THAT IT BELIEVES DO NOT COMPLY WITH THE TERMS OF THIS ACCESS AGREEMENT OR ARE NOT IN THE BEST INTERESTS OF BSMD. THE SITE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." BSMD EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

EACH MEMBER HAVING ACCESS TO THE DISCUSSION FORUM SHALL INDEMNIFY AND HOLD BSMD HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE LEGAL FEES) RELATING TO HIS OR HER ACTS OR OMISSIONS OR TO MATERIALS OR INFORMATION HE OR SHE TRANSMITS IN CONNECTION WITH THE USE OF THE DISCUSSION FORUM.

#### Choice of Law

This Agreement shall be governed in all respects by the laws of the England and Wales irrespective of its choice of rules. In addition, Members consent to be subject to the exclusive jurisdiction of courts within England and Wales in the event of any dispute between the parties, and Members and BSMD hereby consent to the personal jurisdiction of such courts over them.

#### Amendment

BSMD reserves the right to modify the rules of this Access Agreement as they determine from time-to-time in the best interests of BSMD, provided all Members are notified prior to any such change.

By applying for a username and password to use the Forum you agree to the terms set forth in the agreement.

By accessing the Forum you agree to continue to abide by the terms set forth in the agreement.