

YOUR USE OF ANY THE HEALTH MEDIA LIMITED (THE HEALTH MEDIA) PRODUCTS INCLUDING NEW ZEALAND DOCTOR NEWSPAPER, WWW.NZDOCTOR.CO.NZ, DAILY TRIAGE, PHARMACY TODAY NEWSPAPER, WWW.PHARMACYTODAY.CO.NZ, @PHARMACYTODAY, THE HEALTHCARE HANDBOOK ('THE PRODUCTS'), CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE ('TERMS OF USE')

#### 1. Limited License

As a user of The Products you are granted a non-exclusive, non-transferable, revocable, limited license to access and use The Products in accordance with these Terms of Use. The Health Media may terminate this license at any time for any reason.

# 2. Limitations on Use

Use of The Products is for your personal use only and not for commercial exploitation. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from The Products. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy The Products without prior written permission from The Health Media. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Products, except to the extent permitted above. Any unauthorised use of The Products is prohibited.

### 3. Not Legal Advice

The Products are not intended to and do not constitute legal, financial or medical advice of any other kind, nor is anything submitted to The Products treated as confidential. The accuracy, completeness, adequacy or currency of The Products is not warranted or guaranteed. Your use of information on The Products or materials linked from The Products is at your own risk.

# 4. Intellectual Property Rights

Except as expressly provided in these Terms of Use, nothing contained in these terms and conditions shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights. You agree that The Products are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

#### 5. Linking to The Products

You may provide links to The Products, provided (a) you do not remove or obscure, by framing or otherwise, any portion of the home page, including its advertisements, the terms of use, the copyright notice, or other notices in The Products and (b) you discontinue providing links to The Products if requested by The Health Media.

#### 6. License of Your Content to The Health Media

By uploading content to or submitting any materials for use on The Products, you grant (or warrant that the owner of such rights has expressly granted) The Health Media a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license, with right to sublicense, to use, reproduce,

modify, adapt, publish, publicly perform, publicly display, digitally display and digitally perform, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed. You agree that you shall have no recourse against The Health Media for any alleged or actual infringement or misappropriation of any proprietary right in your submitting material to us.

#### 7. No Solicitation

You shall not distribute on or through The Products any content or material containing any advertising, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organisation without the express written permission of The Health Media. Notwithstanding the foregoing, in any interactive areas of The Products, where appropriate you a) may list along with your name, address and email address, your own website's URL and b) may recommend third party websites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended website, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from The Products.

#### 8. Advertisers

The Products may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in or on The Products is accurate and complies with applicable laws and where appropriate is TAPS compliant. The Health Media will not be responsible for the illegality of or any error or inaccuracy in advertisers or sponsors materials or for the acts or omissions of advertisers and sponsors.

# 9. Subscription

The Products are intended for a health professional readership and certain sections of The Products require you to be a subscriber. On subscribing, you agree to provide The Health Media with accurate and complete information. It is your responsibility to inform The Health Media of any changes to that information. Each subscription is for a single individual only, unless specifically designated otherwise on the subscription page. The Health Media does not permit a) anyone other than you to use the sections requiring a subscription by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorised use. If you believe there has been unauthorised use, you must notify The Health Media immediately by contacting us at enquiries@thehealthmedia.co.nz

#### 10. Postings in Interactive Areas of The Products

#### 10a. Postings to be Lawful

If you participate in interactive areas on the Products, you shall not post, publish, upload or distribute any messages, data, information, text, graphics, links or other material ('Postings') which are unlawful or abusive in any way, including but not limited to any Postings that are defamatory, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offence, violate the rights of any party, or give rise to liability or violate any state, federal or international law.

# 10b. Postings to be in Your Name

If you contribute to the Products (Postings) they must be made in your real name. Participants in interactive areas of The Products shall not misrepresent their identity or their affiliation with any person or entity.

# 10c. No Monitoring of Postings

The Health Media has no obligation to monitor or screen Postings and is not responsible for the content in such Postings or any content linked to from such Postings. Notwithstanding the foregoing The Health Media reserves the right to examine from time to time, some, all, or no interactive areas for adherence to these Terms of Use and to remove any materials that may be objectionable or violate these Terms of Use.

# 10d. Non-Commercial Use only of Interactive Areas

Any interactive area of The Products is provided solely for your personal use. As a participant, you shall not include in your Posting(s) or otherwise distribute on or through The Products any content or material containing any advertising, promotion, solicitation for goods, services or funds or solicitation for anyone to become members of any commercial enterprise or organisation without the express written permission of The Health Media. Any unauthorised use of any interactive area of The Products is expressly prohibited.

# 11e. Errors and Corrections

The Health Media does not represent or warrant that The Products will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. The Health Media may make improvements and/or changes to its features/functionality of The Products at any time.

# 12. Third Party Content

Third-party content may appear in The Products or may be accessible via links from The Products. The Health Media shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third-party content appearing in The Products. You understand that the information and opinions in the third-party content is neither endorsed by nor does it reflect the belief of The Health Media.

#### 13. Legal Ethics Notice

If you are a lawyer participating in any aspect of The Products, including but not limited to message boards, chat rooms or email forums, you acknowledge that the Rules of Professional Conduct of the jurisdictions where you are licensed ('Rules') apply to all aspects of your participation and that you will abide by these Rules. These Rules include but are not limited to the rules relating to advertising, solicitation of clients, unauthorised practice of law, and misrepresentations of fact. The Health Media disclaims all responsibility for your compliance with these Rules. You further agree and acknowledge that when you contribute to The Products in any chat or interactive forum, including but not limited to the message boards, that you will not offer legal advice, but will only provide general information.

#### 14. Disclaimer

The Products are provided on an "as is, as available" basis. The Health Media expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose and non-infringement. The Health Media disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to:

- a. any errors in or omissions from The Products, including but not limited to technical inaccuracies and typographical errors;
- b. any third-party websites or content directly or indirectly accessed through links in The Products, including but not limited to all errors or omissions;
- c. the unavailability of The Products or any part of it;
- d. your use of The Products; or
- e. your use of any equipment or software in connection with The Products.

# 15. Limitation of Liability

The Health Media shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from your use of The Products and the interactive areas of The Products or any facts or opinions appearing on or through an interactive area. The Health Media shall not be liable for any special, direct, indirect, incidental or consequential damages of any kind whatsoever (including without limitation legal fees) in any way due to or resulting from or arising in connection with the use of or inability to use The Products.

#### 16. Indemnification

You agree to indemnify, defend and hold harmless The Health Media, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to The Product from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation of these Terms of Use by you.

#### 17. Third Party Rights

The provisions of paragraphs 14 (Disclaimer), 15 (Limitation of Liability), and 16 (Indemnification) are for the benefit of The Health Media and its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers to The Products. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

# 18. Unlawful Activity

The Health Media reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, email addresses, usage history, posted materials, IP addresses and traffic information.

# 19. Remedies for Violations

The Health Media reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from The Products and any other additional The Health Media products.

#### 20. Additional Terms

#### a. Privacy

Your use of The Products is subject to The Health Media Privacy Policy.

# b. Severability of Provisions

These Terms of Use incorporate by reference any notices contained in The Products and The Health Media Privacy Policy and constitutes the entire agreement with respect to access to and use of The Products. If any provision of these Terms of Use is unlawful, void or unenforceable, or conflicts with the notices in The Products and in The Health Media Privacy Policy, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

Any questions regarding these Terms of Use should be directed to The General Manager, The Health Media Ltd, Box 31905, Milford, Auckland 0741 or emailed to enquiries@thehealthmedia.co.nz

Dated 17 July 2023.