

## Rightsnet news and caselaw subscription service

### Terms and conditions

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In return for rightsnet allowing you access to the news and caselaw ('briefcase') areas of the website you accept these terms and conditions as may be modified from time to time. Any use of the site by you after such changes are posted constitutes your agreement to these terms and conditions as modified.

### Your rights and obligations

1. You affirm that the subscription information that you supply to rightsnet is true and accurate. It is your responsibility to update and maintain any changes to that information by advising rightsnet in writing;
2. Permission to access the rightsnet subscription services is restricted to the number of staff an organisation has subscribed in respect of or, in the case of an individual subscription, to that individual;
3. Subscription costs published to the site are per organisation. Bodies wanting to take out a subscription on behalf of staff in more than one organisation should contact rightsnet for further details of our discounted bulk subscriptions.
4. Where an umbrella organisation has taken out a bulk subscription on behalf of its members, these Terms and Conditions shall apply to each member organisation as if it had taken out its own subscription;
5. You may not let any other person access the rightsnet subscription services using your username and password without the express written permission of rightsnet. If you believe that the security of a username or password assigned to you has been compromised you have an obligation to inform rightsnet immediately. You must not obtain or attempt to obtain unauthorised access, through whatever means, to rightsnet or its services;
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8. You undertake not to use rightsnet services or permit the services to be used for the transmission of information which is criminal, defamatory, or in breach of a third party's intellectual property rights or rights of confidentiality, and will indemnify rightsnet in the event of such information being transmitted;

9. If you operate a website, then you may not display content published to rightsnet within a frame or border; 'deep link' to content published to rightsnet; or harvest content, accessed via a subscription to the news and briefcase areas of the site.
10. You undertake to comply with all rules, regulations and laws relating to the service and its use, including the Data Protection Act;
11. You may not set up links to the news and case law pages of rightsnet that together comprise the subscription service, except to the home page at <http://www.rightsnet.org.uk>, without the express written permission of rightsnet;

#### rightsnet's rights and responsibilities

12. Permission to access the rightsnet news and caselaw service is granted at the discretion of rightsnet and such permission may be withdrawn at any time without notice;
13. rightsnet reserves the right to change the specification of the subscription service without notice;
14. a subscription provides access to the news and caselaw ('briefcase') areas of rightsnet only – it does not provide access to any other service for which membership is required, for example (and without limitation) the ability to post and respond to messages in the rightsnet discussion forum;
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18. We may terminate the provision of rightsnet or restrict your access without any prior notice to you where (by way of example and without limitation) - there is a regulatory or statutory change limiting our ability to provide a website; any event beyond our reasonable control prevents us from continuing to provide a website (for example, without limitation, technical difficulties, capacity problems and communications failures); or we consider in our reasonable discretion that you are abusing the services provided by rightsnet or are otherwise acting in breach of these terms and conditions;

## The agreement

19. rightsnet reserves the right to add to or change the terms of this agreement. It is your responsibility to refer to and comply with these terms. Any use of the site by you after such changes are published constitutes your agreement to these terms and conditions as modified.
20. We retain the absolute right to prevent you from accessing rightsnet, without prejudice to any of our accrued rights, where we in our reasonable discretion consider that you are contravening these terms or condition; If any of these terms prove to be invalid or void, the remainder of this agreement will remain in force;
21. If you wish to make a complaint about any of our services please read our complaints procedure;
22. These terms and conditions shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with, these Terms and Conditions. We shall retain the right to bring proceedings as to the substance of the matter in any court or courts including, if appropriate, in the courts of your country of residence or, where these Terms and Conditions are entered into in the course of your trade or profession, the country of your principal place of business;
23. Once you have subscribed no refunds will be payable on any subscription payments;
24. Cancellation of your subscription must be made in writing;
25. If any payment is not paid on time, your payment is rejected or refused or you default in payment, the amount owing will be treated as overdue and we will be entitled immediately to cease or suspend the provision of the service to you until payment has been received.

NOTE. These terms and conditions last updated: 22 September 2005.

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Data Protection Act 1998

The membership data collected by rightsnet will be used for the purpose of user account administration within rightsnet. It will be stored securely in electronic format for this purpose. It may also be used for the purposes of notifying subscribers of events, issues and news. The data will not be disclosed to any organisation that is not associated with rightsnet.

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