

# **New Zealand Medicine Formulary –Terms of Use**

## **1 Introduction**

New Zealand Medicines Formulary Limited Partnership (**'NZMF', 'we', 'us', 'our'**) owns and operates the websites 'www.nzformulary.org', 'www.nzf.org.nz' and 'www.nzfchildren.org.nz' (**'our websites'**). These terms of use constitute an agreement between you, the user of any of the above three websites, (**'you', 'your'**) and us.

If, subsequent to accessing our websites, you access the New Zealand Formulary and/or the New Zealand Formulary for Children (**'NZF and/or NZFC'**) by any means other than through our websites (including for example e-book format or other electronic publication format such as Portable Document Format) then these terms of use will also apply to your use of the NZF and/or NZFC in that format, and to the extent applicable a reference in these terms of use to 'our websites' includes a reference to NZF and/or NZFC in that e-book or other format as the context may require.

You must not access or use our websites or access the NZF and/or NZFC unless you accept all of these terms of use. By accessing and using our websites you are agreeing that you have read, understood and accepted these terms of use, and that you agree to be bound by them.

## **2 Changes**

We reserve the right to add to, modify, suspend, or remove our websites or any information, specification, or feature incorporated in our websites at any time and without notice. We reserve the right to change these terms of use from time to time by publishing the changed terms on our websites. You should review these terms of use periodically to be aware of such changes. By continuing to access or use our websites or continuing to use any services provided by us following such publication you accept the revised terms of use.

## **3 Your use of our websites**

You agree not to use our websites for any purpose that is unlawful or to engage in any conduct that may impair or cause damage to the operation of our websites whether by way of a virus, corrupted file or through any other means. Furthermore you agree not to alter, modify, reproduce, transmit or otherwise deal with the content, material, information, software, scripts, text, graphics, layout or design of our websites without our prior written approval in each case.

## **4 Trade marks**

The name and logo of NZMF, New Zealand Medicines Formulary, and all trade marks appearing on our websites belong to us or our licensors or affiliates. You must not use or reproduce or allow anyone to use or reproduce those names, logos, or trade marks for any reason without our prior written permission in each case.

## **5 Intellectual property**

The materials displayed on our websites are protected by copyright and other laws in New Zealand, and under similar laws and international conventions abroad. You acknowledge and agree that all copyright and other intellectual property rights that may subsist in materials available through our websites including text, content, information, material, illustrations, artwork, photographs, video, music, sounds, layout, designs, software, source code, belong to us or to our licensors (together, **'our**

intellectual property’).

Except in accordance with section 6 (Limited permission to use materials) below or with our prior written permission, you may not in any form or by any means:

- a use, copy, modify, adapt, reproduce, store, embed, distribute, print, display, perform, publish, or transmit in any way any of our intellectual property; or
- b commercialise any information, material, content, products or services obtained from any part of our websites or from any part of any of our websites.

## **6 Limited permission to use materials**

Subject to the restrictions in section 7 (Restrictions on copyright clearance) below, you are permitted to view, download, and print extracts of material or content from our websites in the following situations only:

- a for your personal use; or
- b for research or private study; or
- c where insubstantial portions of such material or content are quoted in another document provided that an acknowledgement of the source of such materials is provided in each case.

You must not remove, cover, overlay, obscure or change any copyright notices, legends, or terms of use that we post on our websites or that accompany any material, information, or content available on our websites.

Subject to applicable laws and regulations, you may access or use the NZF and/or NZFC or other information available through our websites to provide medical, pharmaceutical, or healthcare services and may receive payment or other compensation for the provision of those services.

However, you must not directly or indirectly commercialise the NZF and/or NZFC available through our websites, or your access to or use of that formulary, including, without limitation, through any advertising, sponsorship, commercial association between you and NZMF or that formulary. If you have any question about your right to use NZF and/or NZFC for any particular purpose, advice may be sought from NZMF.

## **7 Restrictions on copyright clearance**

The permissions given in section 6 (Limited permission to use materials) above are subject to the following conditions unless you obtain our express prior written permission in each case:

- a no more than one copy of any material or content appearing on, or available through, our websites may be made;
- b no part of our websites or any material or content appearing on, or available through, our websites may be reproduced or stored in or transmitted to any other website; and
- c no material or content appearing on, or available through, our websites may be redistributed, disseminated, transmitted, or communicated to the public in any form, either electronic or non-electronic, or included in any retrieval system or service.

Permission to use material or content from this website may be sought from NZMF.

## **8 Feedback and unsolicited submissions**

If you give us feedback about our websites or our products or services, we may use that feedback for the purpose of improving our websites or our products or services and for any other purpose we deem necessary or desirable without being obliged to pay you any compensation. If you do send us unsolicited ideas:

- a they will be deemed to be non-confidential; and
- b we will not be required to provide any acknowledgement of their source.

## **9 Specific disclaimers regarding NZF and/or NZFC**

While every care has been taken in compiling the NZF and/or NZFC, to the extent permitted by law, NZMF, the originators of the information provided through the NZF and/or NZFC, and their respective officers, agents and employees, take no responsibility for any errors, omissions or inaccuracies, give no representation or warranty as to any specification's accuracy, completeness, or suitability for any particular purpose and shall not be liable for any losses, costs, damages (incurred directly or indirectly) or other consequences whatsoever arising therefrom.

The NZF and/or NZFC are not intended to provide information on the market status of all medicines available in New Zealand. Any medicines that have not been approved for use in New Zealand in accordance with the Medicines Act 1981, or any unauthorised use of medicines that have been approved, and are listed on NZF and/or NZFC, may only be supplied or used (as the case may be) in accordance with clauses 25 and 29 of that Act. NZMF, and its officers, agents and employees, makes no representation or warranty as to whether any medicine, or its use as described on NZF and/or NZFC, is approved in accordance with the Medicines Act 1981.

NZMF, and its officers, agents and employees, assume no responsibility for action or inaction by any other party based on the information found in NZF and/or NZFC and you are urged to seek appropriate professional advice before taking any steps in reliance on any such information.

The information in NZF and/or NZFC is specifically designed to address conditions and requirements in New Zealand and support health professionals in New Zealand familiar with the scope and organisation of information within the NZF and/or NZFC and as such assumes the level of professional training required to appropriately interpret the advice contained therein. The information should be interpreted in light of professional knowledge and supplemented as necessary by specialised publications and by reference to product literature.

## **10 General disclaimers**

We endeavour to ensure the accuracy of information available through our websites and that the content of our websites is free from errors. However, we do not give any warranty or other assurance as to the content of material appearing on our websites, its accuracy, operation, quality, functionality, completeness, timeliness or suitability for any particular purpose.

To the maximum extent permitted by law, we provide our websites and related information and services on an "as is" basis without any warranties, representations, or guarantees of any kind (whether, express, implied, statutory or otherwise) including, but not limited to, warranties of non-infringement, merchantability, or fitness for a particular purpose.

You acknowledge that if you rely on our websites or any materials available through our websites,

you do so solely at your own risk.

The views expressed in any third party material published on our websites are not necessarily the views of NZMF and we expressly disclaim all responsibility for the content of any third party material published on our websites.

Nothing in these terms of use is intended to avoid the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, or to exclude liability arising under any other statute, if and to the extent that such liability cannot be lawfully excluded, and these terms of use shall be modified to the extent necessary to give effect to that intention. If you are acquiring goods or services for the purposes of a business you agree that the guarantees provided in the Consumer Guarantees Act 1993 shall not apply. We do not provide any express guarantees (as that term is defined in the Consumer Guarantees Act 1993) other than those expressly confirmed in these terms of use.

## **11 Limitation of liability**

To the maximum extent permitted by law, we disclaim all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits or other economic losses) whether arising in contract, tort (including negligence) or otherwise from the use of, or inability to use, our websites or any material appearing on our websites, or from any action or decision taken as a result of using our websites or any such material.

## **12 Availability**

Due to the nature of the Internet and electronic communications, we and our service providers do not warrant that our websites or any associated services will be error free, without interruption or delay, or free from defects in design. Your use of our websites and any associated services may be subject to interruption, restriction, or delay. We will not be liable to you should our websites or the services supplied through our websites become unavailable, interrupted, restricted, or delayed for any reason.

## **13 Hyperlinks and third party websites**

You may create one or more hyperlinks to our websites but you must not create any hotlink, inline link, or direct link (a '**hotlink**') to our websites (or any file on our websites) or embed any page of our websites on another website (using a frame, iframe, or otherwise) without our prior written permission in each instance. If you would like to create a hotlink to our websites, please contact us. If you do create a hyperlink or hotlink to our websites or embed our websites in another website, you will do so at your own risk and you will be responsible for all losses (whether direct or indirect) that we may suffer as a result of that hyperlink, hotlink, or embedding and you will indemnify us against all claims arising from, or in connection with, that hyperlink, hotlink, or embedding.

Our websites may provide links to Internet sites maintained by third parties. Such linked sites are not under our control and we are not responsible for their contents (including the accuracy or legality of any linked site or any material contained in a linked site). We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the linked site. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or service provided by any third party.

## **14 Malicious code**

Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'malicious code') to our websites, we do not guarantee that our websites, or any data available from our websites, do not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process that you employ for accessing our websites does not expose your computer system to the risk of interference or damage from malicious code.

## **15 Security**

Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on our websites. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorised access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of our websites and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of our websites or any outbound hyperlink.

## **16 Electronic communications**

You consent to receiving communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002. You consent to receiving electronic messages and information sent by us (or on our behalf) for any purposes we deem to be necessary or desirable. You agree, pursuant to section 11(2) of the Unsolicited Electronic Messages Act 2007, that the person sending any such message need not include a functional unsubscribe facility in that message.

## **17 Privacy**

We are committed to complying with the Privacy Act 1993. We may collect personal information you provide to us through our websites for purposes which are relevant to our websites and providing you with access to the NZF and NZFC. For example, we may collect your name and contact information and other details required to provide you with such access. We may also collect anonymous information regarding visitors to our websites. This may include Internet Protocol (IP) address, previous sites visited, internet provider location and date and time of the visit.

In some instances if all necessary personal information is not provided, we may be unable to provide you with the services you require. We will not use your personal information for any purpose other than any purpose disclosed when we collect the information or in accordance with the Privacy Act 1993.

Any personal information we collect about you will be held by us at level 8, 10 George Street, The Octagon, Dunedin. If you have any queries relating to our handling of your personal information please contact us using this address.

At any time you can advise us of changes to your personal information. You have the right to ask for the personal information held about you and to advise of any inaccuracy. If you make an access

request, we will ask you to verify your identity and specify what information you require. Your request to us must be in writing. We reserve the right to charge a fee for any significant costs incurred by us in providing access to personal information.

## **18 Governing law**

Our websites are controlled and operated by us, from offices within New Zealand. Details contained on our websites relating to the products and services have been prepared in accordance with New Zealand law and may not satisfy the laws of any other country. We make no representations or warranties as to whether or not the information or products available from our websites are appropriate or available for use in other countries. You must not access or use our websites from outside New Zealand.

These terms of use are governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine any dispute arising in relation to these terms of use.

These terms of use were last updated on 11 November 2013.