



## Terms and Conditions of use

### 1. Information about the Database

This agreement applies as between you [the user] and the GARDP FOUNDATION [the owner] of this Database. Your agreement to comply with and be bound by these Terms and Conditions of use is deemed to occur upon your first use of the Database.

This Database, [www.antibioticdb.com](http://www.antibioticdb.com), is owned and operated by the GARDP FOUNDATION, a Swiss foundation having its principal office at 15 chemin Camille-Vidart, 1202 Geneva, Switzerland and registered under the *Registre du Commerce de Genève*, Switzerland (“**GARDP**”).

**Please read these Terms and Conditions carefully before using the Database.**

If you do not agree to be bound by these Terms and Conditions (the “**Terms and Conditions**”), you should stop using the Database immediately.

### 2. Definitions and Interpretation

In these Terms and Conditions of use, the following terms shall be meant as follows:

<b>“Content”</b>	Means any text , graphics , images , audio , video , software , d at a compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Database.
<b>“Database”</b>	Means the Database that you are currently using ( <a href="http://www.antibioticdb.com">www.antibioticdb.com</a> ) and any subdomains of these websites unless expressly excluded by their own terms and conditions.
<b>“User/Users”</b>	Means any third party that accesses the Database and is not employed or contracted by GARDP and acting in the course of their employment.
<b>“Service”</b>	Means collectively any online facilities, tools, services or information that GARDP makes available through the Database either now or in the future.
<b>“System”</b>	Means any online communications infrastructure that GARDP makes available through the Database either now or in the future. This includes, but is not limited to, web-based email, forums, live chat facilities and email links.
<b>“We/Us/Our”</b>	Means GARDP FOUNDATION (GARDP), a Swiss foundation having its principal office at 15 chemin Camille-Vidart, 1202 Geneva, Switzerland and registered under the <i>Registre du Commerce de Genève</i> , Switzerland.

### 3. Intellectual Property Rights and Copyright

This Database and its conceptualization, illustrations, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software, are the exclusive property of GARDP. Intellectual properties of information captured in this Database from third parties remain theirs.

By continuing to use the Database you acknowledge that such material is protected by applicable Swiss and international intellectual property laws.

### 4. Use of Content

Subject to the provisions of this Clause 4, you may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Database for personal, non-medical, non-commercial or educational purposes unless otherwise indicated on the Database. Specifically, you agree that:

- A. You will not systematically copy Content from the Database with a view to creating or compiling any form of comprehensive collection, compilation, directory or database or for any commercial purposes, unless given Our express prior written permission to do so;
- B. You will not use the Content of this Database for a source of medical advice or consultation;
- C. When you use the Content of the Database you will appropriately and expressly acknowledge all Content and its source.

### 5. Third Party Intellectual Property

Where expressly indicated, certain Content and the intellectual property rights subsisting therein belong to other parties. Such Content, unless expressly stated to be so, is not covered by any permission granted by Clauses 4 and 5 of these Terms and Conditions to use Content from the Database. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

### 6. How We Use Your Personal Information (Data Protection)

All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulation (EU) 2016/679 and the related current Swiss Data Protection law, and your rights under these regulations. We may use your personal information to:

1. Provide Our Service to you;
2. Inform you of new products and Services available from Us. You may request that We stop sending you this information at any time.

We will not pass on your personal information to any other third parties without first obtaining your express permission.

We will not use your personal information for any other purposes than provided above in 1. and 2. without your express prior written consent.

## 7. Legal Rights and Disclaimers

- A. We make no warranty or representation that the Database will be compatible with all systems, or that it will be secure.
- B. Whilst every reasonable endeavour has been made to ensure that all information provided on this Database will be accurate, we make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of Our Service.
- C. No part of this Database is intended to constitute advice and the Content of this Database should not be relied upon when making any decisions or taking any action of any kind.
- D. Commercial use of the information on this Database is expressly NOT permitted.
- E. Medical use of the information on this Database is expressly NOT permitted.
- F. Whilst We are taking basic precautions to ensure that the Database is secure and free of viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.
- G. If, as a proven direct result of Our failure to exercise reasonable care and skill, any digital Content from Our Database damages your device or other digital content belonging to you, you may be entitled to certain legal remedies.

## 8. Availability of the Database and Modifications

We accept no liability for any disruption or non-availability of the Database resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.

## 9. Limitation of Liability

- A. To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Database or the use of or reliance upon any Content included on the Database.
- B. To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Database or any Content included on the Database.
- C. We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- D. We exercise all reasonable skill and care to ensure that the Database is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a

result of your use of the Database (including the downloading of any Content from it) or any other site referred to on the Database.

- E. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Database resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- F. Nothing in these Terms and Conditions excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.
- G. In the event that any of these terms is found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions.

#### 10. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### 11. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, including the ones of the previous owner and server host: the British Society for Antimicrobial Chemotherapy, a registered charity having its principal office at 53 Regent Place, Birmingham B1 3NJ, United Kingdom, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

#### 12. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and GARDP.

#### 13. Communications

- A. All notices/communications shall be given to Us either by post to Our Premises (see address above) or by email to [contact@gardp.org](mailto:contact@gardp.org) copied to [antibioticdb@gardp.org](mailto:antibioticdb@gardp.org). Such notice will be deemed received three (3) days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- B. We may from time to time, if you opt to receive it, send you information about Our products and/or Services. If you do not wish to receive such information, please click on the 'Unsubscribe' link in any email which you receive from Us.

14. Applicable Law

- A. These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with Swiss law.

Completion date: September 2023