

TERMS AND CONDITIONS OF ACCESS TO THE MASTA WEBSITE

www.masta.org

These terms and conditions constitute a legally binding Agreement between the Medical Advisory Services for Travellers Abroad Limited ("MASTA") whose registered office is Keppel Street, London, WC1E 7HT (Company Number 1830630) and the Browser, as defined below.

It is agreed as follows:-

1. DEFINITIONS

1.1. In this Agreement except where a different interpretation is clear from or necessary in the context, the following terms shall have the following meaning:

Browser	shall mean any person accessing the Website and Content by whatever means;
Content	shall mean all Public Area Content and/or Subscribers Content, made available to the Browser and/or Subscribers through the Website;
Public Area Content	shall mean all that information accessible through the Website which is not Subscribers Content.
Intellectual Property Rights	shall mean all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered design and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;
Subscription Charge	shall mean the fee payable by the Subscriber to MASTA, to facilitate access by the Subscriber to the Subscribers Content;
Subscription Period	shall mean 12 months or part thereof
Subscriber	shall mean any person accessing the Public Area Content and/or, the Subscribers Content, in consideration for payment of the Subscription Charge;
Subscribers Content	shall mean all that information accessible through the Website, which is not Public Area Content, is made exclusively available to any Subscriber, and includes without limitation; <ul style="list-style-type: none">• <i>The Discussion Board</i>• <i>The News</i>• <i>The Online Ordering</i>• <i>The Library</i>• <i>The Utilities</i>• <i>The Health Brief</i>
Website	shall mean the website with the URL http://www.masta.org , comprising and facilitating access to the Content and any other MASTA website that directs the Browser to www.masta.org .

1.2. In this Agreement unless the context requires otherwise:

- 1.2.1. Words and expressions that are defined in the Copyright, Designs and Patents Act 1988 should bear the same meanings in this Agreement.
- 1.2.2. Words importing the singular number shall include the plural and vice versa.
- 1.2.3. Words importing any particular gender shall include all other genders.
- 1.2.4. References to persons shall include bodies of persons whether corporate or incorporate.
- 1.2.5. Words importing the whole shall be treated as including a reference to any part of the whole.

1.3. Any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it.

1.4. The expression "copyright" shall include the entire copyright design right, rental right, right to authorise or prohibit lending and database rights subsisting now or created at any time whilst this Agreement is in force under the laws of the United Kingdom and all analogous rights subsisting now or created at any time during the term under the laws of each and every other jurisdiction throughout the territory.

1.5. References in this Agreement to clauses schedules and exhibits are to clauses of and schedules and exhibits to this Agreement except where otherwise expressly stated.

1.6. Headings are used in this Agreement for the convenience of the parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses schedules or exhibits to which they relate.

2. INTRODUCTION

2.1 MASTA own the proprietary rights in the Website and Content. Save in respect of any information owned by third parties in which their proprietary rights are acknowledged.

3. SUPPLY OF CONTENT

3.1. MASTA shall permit the Browser to access the Public Area Content subject to the terms of this Agreement.

3.2. MASTA shall also permit any authorised Browser, to access the Subscribers Content by supplying it with a username and password, in consideration for payment of the Subscription Charge in accordance with Clause 9.

4. USE OF THE CONTENT & RESTRICTIONS

- 4.1. The Browser may make copies of the Content as follows:
 - 4.1.1. By temporarily displaying on a computer terminal any Content retrieved from the Website.
 - 4.1.2. By making copies on paper of any Content retrieved, provided that such copies are not used in breach of Clause 12.
 - 4.1.3. By downloading and storing by electronic means a single copy of the Content on its own equipment.
 - 4.2. The Browser shall only use copies of the Content for internal non-commercial purposes, relating to matters involving travel and medicine.
 - 4.3. The Browser undertakes to ensure that any such copy (irrespective of whether or not it has been published) shall be accompanied by an acknowledgment in the following form: "Copyright © 2001 Medical Advisory Services for Travelers Abroad Limited. All Rights Reserved. Reprinted with the permission of Medical Advisory for Travellers Abroad Limited".
 - 4.4. The Browser acknowledges that it shall not:
 - 4.4.1. Redistribute or resell the Content without our prior written consent;
 - 4.4.2. Make any attempt whatsoever to reverse compile copy or adapt any part of the Website or Content;
 - 4.4.3. Utilise the Website or Content other than in a manner, which is strictly in accordance with accepted internet usage standards and protocols.
 - 4.5. The Browser acknowledges that the way in which the Browser interprets or utilises the Content is dependent upon the exercise of their own skill and judgment. That is, unless MASTA agree in writing that MASTA will also instruct the Browser on how to interpret and utilise the Content.
- 5. THE HEALTH BRIEF**
- 5.1 Any Health Brief Content supplied by MASTA, is compiled for a specific journey on a specific date, with reference to information supplied by the Browser.
 - 5.2 The Browser acknowledges that the Health Brief Content must be implemented in conjunction with advice from a suitably qualified travel health advisor or doctor, and that the information contained within the Health Brief Content, is not intended to replace such advice.
- 6. THE DISCUSSION GROUP**
- 6.1. The Discussion Board shall form part of the Subscribers Content, and is only made available to a Subscriber.
 - 6.2. Under no circumstances what or howsoever arising shall the Browser publish, allow to be published, send or receive any materials, directly or indirectly, to or from the Website, which are defamatory, offensive, abusive, indecent, obscene, threatening or in breach of human or civil rights, copyright, confidence, privacy or any other legal rights.
 - 6.3. MASTA reserves the right to monitor any additions to the Subscribers Content, and remove any contributions which in its absolute discretion believe are made in breach of Clause 6.2.
- 7. HYPERTEXT LINKS**
- 7.1. The Website may contain hypertext links to website's operated by parties other than MASTA. Such hypertext links are provided for reference purposes only.
 - 7.2. MASTA does not control any other website's other than its own, and shall not be responsible for their content, whatever that might be.
 - 7.3. The inclusion of any hypertext link within the Website, does not under any circumstances, imply any such endorsement by MASTA of the material on any such websites being linked too.
 - 7.4. Any implied licence to access this Website by way of hypertext link, deep-linking, tagging or framing ("Links") is explicitly revoked.
 - 7.5. No party, including the Browser, shall be entitled (nor shall they assist others) to set up Links from their own websites to this Website, unless the hypertext link is made directly to the Website home page.
- 8. TERM**
- 8.1. Subject to the licence provisions of Clause 12, access to the Public Area Content by the Browser shall be permitted on a free and perpetual basis, either from the date of this Agreement, or upon the first occasion that the Browser accesses the Website.
 - 8.2. In respect of the Subscribers Content, the term shall begin (or be deemed to begin) on 1st April each year and shall continue for the Subscription Period of 1 year, unless terminated in accordance with Clause 11.
 - 8.3. If, upon the anniversary of the Commencement Date, the Browser renews its Subscription, this Agreement shall remain in force for a further Subscription Period unless terminated in accordance with Clause 14.
- 9. SUBSCRIPTION CHARGES**
- 9.1. Until further notice, access to the Public Area Content by the Browser, is made free of any fee or Subscription Charge, whatsoever.
 - 9.2. Access to the Subscribers Content by the Browser, is made subject to the payment of the Subscription Charge.
 - 9.3. The Subscription Charge for each Subscription Period shall be determined in accordance with the MASTA price list as revised by MASTA on a periodic basis. Copies of the current Subscription Charge and price list are available on request.
 - 9.4. The Subscription Charge shall be paid within 30 days of the date of a MASTA invoice and MASTA reserve the right to automatically terminate access to the Subscribers Content without notice in the event that any monies remain outstanding.
 - 9.5. All Subscription Charges are exclusive of VAT.
 - 9.6. MASTA reserve the right to increase the Subscription Charge from time to time, and shall give timely notice to the Subscriber, no less than 3 months before any increase.
 - 9.7. No refund of any Subscription Charges paid in advance will be made to the Browser in any circumstances, except in the case of termination in accordance with Clause 14.
- 10. AGREED DELIVERY METHOD**
- 10.1. The Browser shall be responsible for the provision of the necessary software, hardware, telecommunication lines and any

- 10.2. other equipment required, to enable the Browser to access the Website and retrieve the Content.
MASTA shall use all reasonable endeavours to deliver the Content through the medium of the Website.

11. AVAILABILITY OF CONTENT

- 11.1. MASTA shall use all reasonable endeavours to keep the Website and any Subscribers Content in operation during the term of this Agreement.
- 11.2. Any MASTA obligations shall be suspended, if and for so long as any circumstances occur which prevent MASTA from delivering the Website or Content, whether caused by its own fault, or for any other reason including but not limited to any disruption whether temporary or permanent which prevents its Internet Service Provider from hosting the Website.
- 11.3. MASTA reserves the right to remove or alter the structure or presentation of the Website and Content, either temporarily or permanently.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Unless otherwise acknowledged by MASTA, all Intellectual Property Rights in the Website and Content, are owned by and shall vest at all times in MASTA.
- 12.2. MASTA grants to the Browser a non-exclusive non-transferable licence to utilise any Intellectual Property Rights in the Website and Content, subject to any restrictions contained in Clause 4 of this Agreement.
- 12.3. The Browser acknowledges that their licence and permission to utilise the Intellectual Property Rights in the Website and Content, shall be limited to the rights expressly conferred by this Agreement.
- 12.4. The Browser agrees and warrants that it shall not utilise the Website or the Content otherwise than in connection with its own business and that it shall not disclose any Content to any person or party who is not a Browser employee, or to any other company, person or organisation during the term of this Agreement.

13. LIABILITY AND INDEMNITY

- 13.1. The Browser acknowledges that they are solely responsible for determining that the Content is suitable and adequate for their requirements and that MASTA shall not have any liability whether in contract tort (including negligence) or otherwise to the Browser, if the Content is not suitable or adequate for the Browser's requirements.
- 13.2. The Browser acknowledges that MASTA make no express or implied warranties as to the merchantability or fitness for a particular purpose of the Content.
- 13.3. Under no circumstances whatsoever shall MASTA, or any other party involved in the creation, production or distribution of the Website or the Content, be liable for; any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption), loss of business information and the like, arising out of the use or inability to use the Website or Content.
- 13.4. MASTA does not seek to exclude liability for death or personal injury.

14. TERMINATION

- 14.1. MASTA may terminate access to Subscribers Content, by the Subscriber User at any time, and at its absolute discretion, by giving the Browser 30 days written notice. MASTA will continue to provide the service until the 30 days notice has expired ("the Termination Date").
- 14.2. In the event of termination by MASTA in accordance with Clause 14.1, the Browser will receive either a pro rata refund (calculated on a daily basis from the termination date to the end of the current subscription year) which will be paid within 30 days of the Termination Date, or MASTA will continue to facilitate access to the Content, up to the renewal date.
- 14.3. The Browser may terminate access to the Subscribers Content, by giving 90 days written notice to MASTA. MASTA shall continue to supply the Content until the 90 days notice has expired.
- 14.4. In the event of termination, the Browser shall not be entitled to a refund of the Subscription Charge or any other monies paid to MASTA.
- 14.5. This Agreement shall terminate immediately and the Browser shall not be able to gain access to the Subscribers Content in the event of:
- 14.5.1. A material breach of any one of the terms of this Agreement.
 - 14.5.2. Non renewal of the Subscription Charge
 - 14.5.3. Any monies including but not limited to the Subscription Charge not being paid within 30 days of our invoice.
 - 14.5.4. The Browser going into liquidation or being unable to pay the Browser debts within the meaning of the Insolvency Act 1986.
- 14.6. In the event of termination without notice, the Browser shall not be entitled to a refund of any Subscription Charge or other monies paid to MASTA.
- 14.7. Termination of this Agreement shall not affect any obligations by either party to the other which are outstanding as at the termination date nor any of the provisions of this Agreement which are expressed to survive termination.

15. SURVIVAL OF TERMS

The provisions of Clauses 7 and 12, 13 and 16 shall survive the termination or expiry of this Agreement.

16. GENERAL

16.1. Force Majeure

- 16.1.1. If either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control (including but not limited to war, national emergency, flood, earthquake, strike or lockout other than a strike or lockout induced by the party so incapacitated or illness) that party which is unable to fulfil its obligations ("the Incapacitated Party") shall immediately give notice of this to the other party and shall do everything in its power to resume full performance of its obligations as soon as possible.
- 16.1.2. Subject to compliance with the requirements of sub-clause 16.1.1, the Incapacitated Party shall not be deemed to be in breach of its obligations under this Agreement during the period of incapacity and the other party shall continue to perform its obligations under this Agreement save only insofar as they are dependent on the prior

- performance of the incapacitated party of obligations which it cannot perform during the period of incapacity.
- 16.1.3. If a period of incapacity exceeds six months then this Agreement shall automatically terminate with no refunds being payable unless the parties first agree otherwise in writing.
- 16.2. **Whole Agreement**
This Agreement contains the whole Agreement between the parties and supersedes any prior written or oral Agreement between them in relation to its subject matter and the parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by us shall alter or affect the interpretation of this Agreement.
- 16.3. **Reservation Of Rights**
All rights not specifically and expressly granted to the Browser by this Agreement are reserved to MASTA.
- 16.4. **Joint And Several**
All Agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several.
- 16.5. **No Modifications**
This Agreement may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives.
- 16.6. **Waiver**
The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 16.7. **Severance**
In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of this are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or with the Agreement of both parties it may be severed from this Agreement and in either event the remaining provisions of this Agreement shall remain in full force and effect.
- 16.8. **Assignment**
This Agreement shall be personal to The Browser and may not be assigned without our prior written Agreement.
- 16.9. **No Partnership**
Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor the relationship of employer and employee under a contract of service nor the relationship of principal and agent.
- 16.10. **Jurisdiction and Choice of Law**
This Agreement shall be governed by the law of England & Wales, and the parties submit to the exclusive jurisdiction of the English Courts.