

TERMS & CONDITIONS

Subscriptions to Publications

1. OTC Publications Ltd (The Publisher) publishes OTC bulletin, a subscription publication for the global consumer healthcare industry.
2. Subscriptions are sold to individuals (the Subscriber) or groups of individuals (Subscribers). In these Terms & Conditions, any mention of the Subscriber or Subscribers should be taken also to refer to the other. By paying for a subscription to OTC bulletin, Subscribers agree to be bound by the following Terms & Conditions.
3. An annual subscription to OTC bulletin comprises 20 OTC bulletin newsletters in a choice of formats, and at least 45 weekly news@OTCbulletin electronic newsflashes. These newsflashes are currently delivered weekly by email, but may be delivered less frequently in January, July, August and December. The 20 OTC bulletin newsletters are published twice-monthly but monthly in July, August, December and January. An annual subscription may include both a digital OTC bulletin-i and a hard-copy print edition, delivered by airmail, at an additional price.
4. Subscriptions may be for the digital OTC bulletin-i for online access or take the form of printed paper, delivered by airmail. OTC bulletin-i is available for desktop computer and via an App for optimised reading on tablets and smartphones with operating systems Apple iOS 5.0 and above and Android 2.2 and above. Mobile devices are not recommended for accessing the desktop version of OTC bulletin-i, and some may not be able to access it at all for technical reasons beyond the Publisher's control; OTC bulletin-i also includes an archive of more than five years of back editions.
5. Individual subscriptions provide online access to the desktop version from up to three personal computers; and to the mobile version from up to two Apple or Android devices. Desktop delivery allows Subscribers to read OTC bulletin online. Subscribers cannot download pages and/or editions. Mobile delivery allows OTC bulletin editions to be downloaded for reading off-line.
6. Subscriptions are for a 12-month period. They may be taken out at any time and may be backdated.
7. Subscriptions may only be cancelled at expiry. Upon expiry all access to OTC bulletin-i and its archive will cease.
8. Subscriptions may be taken out singly by individual Subscribers or, in the case of OTC bulletin-i, collectively for a group of individual Subscribers. Such multi-user subscriptions are for the sole use of the individuals specified within the group and all of these Terms & Conditions shall apply as if these individuals were individual Subscribers.
9. Corporate subscriptions are also available to companies and other organisations, but the Terms & Conditions of their sale are the subject of specific agreements between the Publisher and the organisations involved.
10. Access to the content of OTC bulletin, OTC bulletin-i and news@OTCbulletin is given to subscribers on the condition that they abide by these Terms & Conditions.
11. Subscribers must keep confidential any user identification code or password associated with their subscription supplied to them by the Publisher strictly for their personal use (unless agreed in writing with the Publisher).
12. The Publisher has the right to disable any user identification code or password, whether chosen by the subscriber or allocated by the Publisher, at any time if in the opinion of the Publisher the subscriber has failed to comply with any of the provisions of these terms of use.
13. The content, layout, design, data and graphics in OTC bulletin are protected by UK and other international intellectual property laws and are owned by the Publisher. Unless expressly permitted in writing in a licence agreement, no part of OTC bulletin, OTC bulletin-i nor news@OTCbulletin may be reproduced, stored in any medium, including but not limited to a retrieval system or transmitted, in any form or by any means (electronic, mechanical, photocopying, recording, broadcasting) nor shown in public.
14. The trademarks and logos in OTC bulletin are the property of the Publisher and their use is strictly prohibited without the Publisher's express written consent.
15. Subscribers may not create any derivative work from OTC bulletin nor make any other adaptation without the Publisher's prior written consent. Any permitted use of material in OTC bulletin is subject to ensuring that the Publisher's copyright notices and trademarks are properly displayed.

16. All rights not expressly granted in these terms or any express written licence are reserved.
17. Any request for permission to use content or images in OTC bulletin, or other use of the Publisher's intellectual property, should be made to the Publisher.
18. While due care is taken to ensure the accuracy of information contained in OTC bulletin, the Publisher makes no claim that the information is free of error or that it is timely in any way. The Publisher disclaims any liability whatsoever for any decisions or actions taken by subscribers as a result of the contents of OTC bulletin. The Publisher also disclaims any liability for any abstracts, extracts or summaries subscribers may make from the contents of OTC bulletin.
19. The Publisher shall do its utmost to supply OTC bulletin to subscribers. However, the Publisher cannot guarantee that login access will not be suspended or restricted at the OTC bulletin website from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. The Publisher will of course try to limit the frequency and duration of any suspension or restriction.
20. The Publisher shall not be held responsible for late supply or non-supply of OTC bulletin due to failures or malfunctions of a subscriber's equipment or systems, or failures or malfunctions of a third party's equipment or systems, if such failures or malfunctions are caused through no fault or negligence of the Publisher.
21. The Publisher's maximum liability shall be for the subscription fee paid by the subscriber. The Publisher shall not be liable for any direct, indirect or consequential losses or damage incurred by subscribers as a result of late supply or non-supply of OTC bulletin, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time, and for other loss or damage of any kind.

General Terms & Conditions

1. Data shall be collected relating to any transactions carried out by customers including subscribers, delegates and other purchasers with OTC Publications Limited howsoever they are made, including by website, post, telephone, email and fax. Such data shall be used primarily by the Publisher (or its contractors) for the fulfillment of transactions.
2. Data collected as above about customers and their purchases such as the publications to which they subscribe and events they have attended shall be collated better to understand them and that their requirements may be better fulfilled. The Publisher shall also use such data to monitor for any unauthorised use of subscriptions or the content of its publications.
3. Data about customers will be used to contact them regarding their subscriptions as well as events, conferences, publications and other services provided by OTC Publications Limited which may, from time to time, pass data about them to third parties for marketing purposes.
4. Customers will be given at least one opportunity to opt in or out (as applicable) from receiving marketing emails from OTC Publications Limited and from third parties.
5. OTC Publications Limited shall keep (including via its contractors) data about its customers for as long as necessary to fulfill its obligations to subscribers and purchasers of its other products and services and to protect its legal interests.
6. These provisions do not affect any applicable statutory rights.
7. Nothing contained in any contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.
8. Any and all disputes relating to or arising from these Terms & Conditions shall be governed by and construed in accordance with English law and each party to this agreement submits to the exclusive jurisdiction of the courts of London.
9. These Terms & Conditions supersede all prior written or oral understandings between the customer and OTC Publications Limited.
10. In the event that any provision of these Terms & Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions of these Terms & Conditions shall remain in full force and effect.

1 October 2016.