

**BACTEC INTERNATIONAL LIMITED**  
**WEBSITE TERMS AND CONDITIONS**

**ATTENTION:** This legal notice applies to the entire contents of the website under the domain name [www.bactec.com](http://www.bactec.com) (**Website**) belonging to BACTEC International Limited, a company registered in England and Wales with number 02601923 having a registered office at 37 Riverside, Sir Thomas Longley Road, Rochester, Kent, England, ME2 4DP (telephone +44(0)1634 296757; fax +44(0)1634 296779; email [bactec.int2@bactec.com](mailto:bactec.int2@bactec.com)) (**BACTEC**).

This notice and these terms and conditions (**Terms**) apply to all visitors to the Website (you) and any correspondence by e-mail between BACTEC. Please read these Terms carefully before using the Website. Any use of or access to any part of the Website indicates that you unconditionally accept these Terms regardless of whether or not you choose to register or interact with BACTEC or the Website.

IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE WEBSITE.

**1. INTRODUCTION**

- 1.1 You may access most areas of the Website without registering your details with BACTEC. Certain areas of the Website are only open to you if you register.
- 1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice and these Terms in full. If you do not accept this legal notice and the Terms in full, you must leave the Website immediately.
- 1.3 BACTEC may revise these Terms at any time by updating this posting. You should check the Website from time to time to review the then current legal notice and Terms because they are binding on you. Certain provisions of the Terms may be superseded by expressly designated different legal notices or terms located on particular pages on the Website.

**2. LICENCE**

- 2.1 You are permitted to print and download extracts from the Website for your own use only on the following basis:
  - (a) no documents or related graphics on the Website are modified in any way;
  - (b) no graphics on the Website are used separately from the corresponding text; and

- (c) BACTEC's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by BACTEC or its licensors. For the purposes of these Terms, any use of extracts from the Website other than in accordance with Term 2.1 above for any purpose is prohibited. If you breach any of these Terms, your permission from BACTEC to use the Website automatically terminates and is withdrawn. You must then immediately destroy any downloaded or printed extracts from the Website you have and refrain from accessing the Website again.
- 2.3 Subject to Term 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without BACTEC's prior written permission.
- 2.4 Any rights not expressly granted in these Terms are reserved.

### **3. SERVICE ACCESS**

- 3.1 While BACTEC endeavours to ensure that the Website is normally available 24 hours a day, BACTEC shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond BACTEC's control.
- 3.3 BACTEC will determine, in its sole discretion, whether there has been a breach of any of these Terms through your use or access to the Website. Where a breach of these Terms has occurred, BACTEC may take such action as it deems appropriate.

### **4. VISITOR MATERIAL AND CONDUCT**

- 4.1 Other than personally identifiable information (which is covered under BACTEC's Website Privacy Policy) any material you transmit or post to the Website or to BACTEC shall be considered non-confidential and non-proprietary. You should ensure that material you send is accurate (where they state facts), genuinely hold (where they state beliefs) and comply with the laws of England and in any country from which they are posted. BACTEC shall have no obligations to you or any third party with respect to such material and its use. BACTEC and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such

material and all data, images, sounds, text and other things embodied in such material for any and all commercial or non-commercial purposes.

4.2 You are prohibited from uploading, posting, transmitting to, downloading to or from the Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, keystroke loggers, spyware, Trojan horses, worms, harmful components, corrupted data or other malicious code software or harmful data).

4.3 You may not misuse the Website (including, without limitation, by hacking) and may only use it for lawful purposes. You may not use the Website:

- (a) in any way that breaches any applicable local, national or international law or regulations;
- (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm any person in any way; and
- (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other similar solicitation (**Spam**).

4.4 You also agree not to access without authority, interfere with or damage:

- (a) any equipment or network on which the Website is stored;
- (b) any software used in the provision of the Website; or
- (c) any equipment or network or software owned or used by any third party, and generally not to interfere with or damage any part of the Website.

- 4.5 BACTEC shall fully co-operate with any law enforcement authorities or court order requesting or directing BACTEC to disclose the identity or locate anyone posting any material in breach of Term 4.2 or Term 4.3.
- 4.6 Your failure to comply with these Terms constitutes a breach of the terms on which you are permitted to use the Website and may result in BACTEC taking all or any of the following non-exhaustive actions:
- (a) immediate, temporary or permanent withdrawal of your rights to use the Website;
  - (b) immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
  - (c) issue of a warning to you;
  - (d) legal proceedings against you, including for reimbursement of all BACTEC's costs on an indemnity basis (including administrative, professional and legal costs) resulting from the breach;
  - (e) further legal action against you; and
  - (f) disclosure of any information to any third party, including enforcement authorities.

BACTEC excludes liability for all such actions taken in response to breaches of these terms.

## **5. LINKS TO AND FROM OTHER WEBSITES**

- 5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. BACTEC has not reviewed these third party websites, their content or their proprietors and does not control and is not responsible for these websites or their content, links or availability. BACTEC therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

## **6. DISCLAIMER**

- 6.1 While BACTEC endeavours to ensure that the information on the Website is correct, BACTEC does not warrant the accuracy and completeness of the material on the Website. BACTEC may make changes to the material on the Website, or to the products, services described in it, at any time without notice. The material on the Website may be out of date, and BACTEC makes no commitment to update such material.

6.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, BACTEC provides you with the Website on the basis that BACTEC excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill and analogous equivalent provisions implied by the law of any jurisdiction in which access to the Website is made by you which, but for this legal notice and these Terms, might have effect in relation to the Website).

## **7. LIABILITY**

7.1 BACTEC, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of BACTEC group companies, associated organisations and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of cost, loss or damage that may result to you or a third party (including without limitation, any:

- (a) direct;
- (b) indirect;
- (c) punitive
- (d) consequential loss or damages, or any:
  - (i) loss of income;
  - (ii) profits;
  - (iii) goodwill;
  - (iv) data;
  - (v) contracts
  - (vi) business interruption;
  - (vii) use of money, or loss or damages

arising whether in tort (including without limitation negligence), contract, breach of statutory duty or otherwise in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

7.2 Nothing in this legal notice or the Terms shall exclude or limit BACTEC's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977) and analogous equivalent provisions implied by the law of any jurisdiction in which access to the Website is made by you; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law of the jurisdiction in which access to the Website is made by you.

7.3 If your use of the Website or of material on the Website results in the need for servicing, repair or correction of any equipment, software or data, you assume all costs thereof.

## **8. GOVERNING LAW AND JURISDICTION**

This legal notice and Terms shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice, these Terms or any access to or use of the Website or its linked websites shall be subject to the exclusive jurisdiction of the English courts.