

## **'MAY MEASUREMENT MONTH' TERMS AND CONDITIONS (USERS)**

Welcome to MMM's terms of use. We appreciate that legal terms are not everyone's favourite reading matter, but it is important that you take a look so that you can understand a bit more about how the MMM App works and how to get the most out of it.

Please read these terms carefully before using the MMM website at [www.maymeasure.com](http://www.maymeasure.com) (the 'site') and the MMM app operated by us (the 'app'). References to 'MMM' mean the site and the app. If you do not agree to these terms, you must not use MMM.

### **WHAT DO WE MEAN BY 'TERMS OF USE'?**

This document (and any documents referred to in it) sets out the basis on which you may use the MMM App. That includes accessing, browsing, or registering to use the MMM App.

By using the MMM App or creating an account, you confirm that you accept these terms and agree to comply with them. We reserve the right to modify or discontinue any aspect of the MMM App at any time.

#### *Other applicable terms*

The following additional terms also apply to your use of the MMM App:

- Our **Privacy Policy** (see <http://www.maymeasure.com/mmm-privacy>), which sets out the terms on which we process any data that you provide to us. By using the MMM App, you consent to such processing, and you warrant that all data provided by you is accurate.

### **INFORMATION ABOUT US**

The May Measurement Month campaign is an initiative led by the International Society of Hypertension (ISH) and endorsed by the World Hypertension League (WHL). It grew out of World Hypertension Day, which was launched by the WHL in 2005 to raise awareness around blood pressure worldwide. May Measurement has expanded this into a global synchronised screening campaign and took place for the first time during May 2017. The data analysis from this massive screening will allow the collection of scientific evidence to influence healthy policy around blood pressure screening.

Established in 1966, the ISH is committed to promoting and encouraging the advancement of scientific research and knowledge and its application to the prevention and management of heart disease and stroke in hypertension and related cardiovascular diseases around the world.

The Society was registered as a charity in England and Wales in December 2007.

### **CHANGES**

#### *Changes to these terms*

We may revise these terms at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as you will be bound by them if you continue to use the MMM App. The date that we last amended these terms is at the end of this document.

### *Changes to the MMM App*

We may update the MMM App, and its term and conditions, as well as the content, provided through it at any time. Please note we are under no obligation to update the content and that any of the content on the MMM App may be out of date or incorrect at any given time.

### **ACCESSING the MMM App**

The MMM App is made available to its designated users free of charge.

The MMM App is not intended to be accessible to persons not authorised by the MMM campaign. Therefore, **you may only use the MMM App** if you are authorised by the May Measurement Month 2018 campaign and the International Society of Hypertension.

We do not guarantee that the MMM App, or any content on it, will always be available online or be uninterrupted. Access to the MMM App is permitted on a temporary basis and can be suspended, withdrawn, discontinued or changed by the MMM campaign without notice. We will not be liable to you if, for any reason, the MMM App is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the MMM App.

You are also responsible for making sure that anyone who accesses the MMM App through your device is aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **APP LICENCE**

Subject to these terms, we grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable licence ('Licence') to: (i) download, install and use the app on a mobile telephone, tablet, computer or device (each, a 'Device') that you own or control; and (ii) access and use the app on that Device in accordance with these terms.

### **YOUR ACCOUNT AND PASSWORD**

We have all seen what can go wrong with account hijacking. To avoid malicious or fraudulent third party use of your account, it is important that you keep your account information safe. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat that information as confidential.

If you know or suspect that anyone other than you is misusing your user identification code or password, you must promptly notify us at the MMM Campaign management at [manager@maymeasure.com](mailto:manager@maymeasure.com).

**You may not register** an account using:

- the same name as another person or legal entity (unless you share that name);
- a registered trademark (unless the registered trademark is the same as your legal name); or
- with any offensive, vulgar or obscene name.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

## **INTELLECTUAL PROPERTY RIGHTS**

MMM uses intellectual property from a number of sources, including user-generated content. We are the owner and the licensee of MMM itself, including the interface, design and underlying code. We also own any promotional materials associated with us, or the services we provide, including MMM (i.e. the app and the site).

You must not use any part of the content on the MMM App for commercial purposes without obtaining a licence to do so from the relevant copyright owner or us. You may only take copies for your own reasonable use.

## **LIMITS TO OUR LIABILITY**

### **No reliance on information**

The content on the MMM App is provided for its designated use only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content in the MMM App.

Although we make reasonable efforts to update the information on the MMM App, we make no representations, warranties or guarantees, whether express or implied, that the content on the MMM App is accurate, complete or up-to-date.

### **Limitation of our liability**

Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the MMM App or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the MMM App; or
- use of or reliance on any content displayed on the MMM App.

We only provide the MMM App to you for its designated use as part of the May Measurement Month 2018 campaign. You agree not to use the MMM App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of

business opportunity. The MMM App is controlled and offered from our facilities in the United Kingdom.

Any use of The MMM App from other territories is at your discretion.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the MMM App or to your downloading of any content on it, or on any website linked to it.

We exclude liability for actions taken in response to breaches of our content standards. For the avoidance of doubt, the views expressed by other users on MMM do not represent our views or values.

In any event, we accept no liability.

#### **VIRUSES AND OTHER MISUSE OF THE MMM APP**

We do not guarantee that the MMM App will be secure or free of bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the MMM App. You should use your own virus protection software.

You must not misuse the MMM App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to MMM, the server on which MMM data is stored or any server, computer or database connected to MMM. You must not attack MMM via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the MMM app will cease immediately.

In addition, you must not use or launch any automated systems such as 'robots', 'spiders' or load testers which access the MMM website, app, servers or database.

#### **LINKING TO MMM**

You may link to May Measurement Month provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. The website to which you are linking must comply in all respects with the content standards set out above. We reserve the right to withdraw linking permission without notice.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

If you wish to make any use of content on MMM other than as set out above, please contact [manager@maymeasure.com](mailto:manager@maymeasure.com).

### **THIRD PARTY LINKS AND RESOURCES IN MMM**

Where MMM contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

### **APPLICABLE LAW**

These terms of use are governed by English law and subject to the non-exclusive jurisdiction of the courts of England and Wales.

### **CONTACT US**

To contact us with any questions regarding these terms of use, please email [manager@maymeasure.com](mailto:manager@maymeasure.com). Formal notice under these terms will only be effective if sent in writing to [manager@maymeasure.com](mailto:manager@maymeasure.com) or ISH Secretariat, c/o The Conference Collective Ltd., 8 Waldegrave Road, Teddington, Middlesex, TW11 8HT, UK.

These terms were last updated on **20 March 2018**. Thank you for using the MMM website and app.