

1. Introduction

1.1 This webpage, Nursing Elites, together with the webpages and documents, sets out the Terms and conditions (herein referred to as “The Terms”) on which you may use our website. The terms apply to guests and registered users. Please read The Terms carefully before you start using our sites. By signing up and using our sites, you willingly accept these Terms and agree to abide by them.

1.2 By registering and creating an account on any of our websites (e.g., as a student, teacher, institution, or whichever capacity), you agree to these Terms in addition to any other terms and conditions that may apply to you.

2. Information About Us

2.1 Our sites are operated by Nursing Elites Management (herein referred to us we, us, our).

3. Individual Agreements

3.1 Occasionally, we may enter into a separate written agreement with our customers. In case of any inconsistency between the terms in that agreement and these Terms, the terms of that separate agreement shall prevail.

4. Accessing our Sites

4.1 Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice. We shall not be liable if, for any reason, our sites are unavailable at any time or for any period.

4.2 From time to time, we may restrict access to some parts, or the entirety of, our sites to users who have registered with us.

4.3 If you choose, or you are provided with, a username or user identification code, password, or any other information as part of our security procedures, you must treat that information as confidential. You must not disclose it to any third party. We have the right to disable any username, user identification code, or password, whether chosen by you or allocated by us if you fail to comply with any of these Terms or the terms of any of our programs.

4.4 You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these Terms and that they comply with them.

5. User Content

5.1 In respect of any and all material (including data, photographs, images, sound, and text) that you send to us or otherwise contribute to our sites (The User Content), you represent and warrant that:

(a) you are entitled to grant the license granted to us under clause 6 of these Terms (the License);

(b) the User Content does not, and our use of it (including as contemplated by the License) will not infringe any third party's intellectual property rights (including trademarks, copyright, moral rights, database rights, design rights, confidentiality rights, and all other rights having an equivalent or similar effect), or other proprietary rights, or personality rights or rights of privacy;

(c) the User Content does not, and our use of it (including as contemplated by the License) will not violate any law regarding unfair competition, anti-discrimination, or false advertising;

(d) all information that you disclose to us is complete and accurate;

(e) the User Content is not defamatory, trade libelous, unlawfully threatening, or unlawfully harassing and does not otherwise breach any applicable law or regulation;

(f) the User Content does not contain any advertising or any political or religious message and is not obscene, indecent, blasphemous, offensive, or sexually explicit, and

(g) the User Content does not contain viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.

5.2 We have the right to remove any User Content from our sites if, in our opinion, that User Content does not comply with these Terms or for any other reason. We also have the right to disclose your identity to any third party who claims that the User Content violates that third party's rights or is otherwise unlawful.

6. License of User Content

6.1 By providing us with User Content, you grant us a non-exclusive, perpetual, irrevocable, transferrable, sub-licensable license to use the User Content.

6.2 The License granted under these Terms includes the right for us (and our sub-licensees) to modify, reproduce, distribute, publicly perform, communicate, make available, and display the User Content (including by reproducing and distributing the User Content (including as modified) in marketing and promotional media relating to us and/or our sites). We are under no obligation to use the User Content.

6.3 As between you and us, you irrevocably waive all moral rights (including under the Copyright, Designs and Patents Act 1988) in relation to the User Content. These Terms do not affect your ownership of any copyright (other than moral rights) in the User Content.

7. Our Intellectual Property Rights

7.1 Unless otherwise stated on our sites (including in these Terms), we are the owner or the licensee of all existing and future intellectual property rights (including trademarks, copyright, database rights, design rights, confidentiality rights, and all other rights having equivalent or similar effect) in our sites (including the material published on it). All such rights are reserved.

7.2 You acknowledge and agree that Nursing Elites, the material used on our sites, and any of our other logos used on our sites from time to time are our exclusive property (together, the Property) and that you shall not make use of the Property without prior written consent from us. You shall neither acquire nor claim any right, title, or interest in or to any of the Property (or the goodwill attaching to them). All goodwill arising from the use of the Property shall at all times accrue to us. You shall, upon our request, execute or procure to be executed any agreements or other instruments that may be required in order to assign any right, title, or interest in any of the Property to us.

7.3 Except to the extent that you are obliged by a court order or regulatory body to disclose it, you shall keep confidential all confidential information belonging to us that we may disclose to you.

7.4 Please contact us if you would like to refer to our sites or any material on them. Our status (and that of any identified contributors) as the authors of material on our sites must always be acknowledged.

7.5 You must not use any part of the materials on our sites for commercial purposes without obtaining a license to do so from us or our licensors.

8. Our Liability

8.1 The material on our sites, our sites, and the services provided via our sites are not intended to be advice, and you should not rely on them. That material and our sites are provided without any guarantees, representations, or warranties as to their accuracy or freedom from harmful material. To the extent permitted by law, we hereby expressly exclude:

(a) all conditions, representations, warranties, and other terms that might otherwise be included, whether express or implied; and

(b) any liability for any direct, indirect, or consequential loss or damage incurred by any user in connection with our sites or the use, inability to use, or results of the use of our sites (including reliance on any content displayed on our sites), any websites linked to our sites and any materials posted on our sites, including, in each case, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence and negligent misrepresentation), breach of contract or otherwise.

8.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation.

9. Indemnity

9.1 You indemnify us against each and any loss, liability, and cost (including reasonable legal expenses) that we may suffer or incur as a result of or in connection with any claim against us that results (in whole or in part) from a breach by you of your obligations under these Terms.

10. Information about you and your visits to our sites

10.1 We process information about you in accordance with our Data Protection and Privacy Policy. By using our sites, you consent to that processing, and you warrant that all data provided by you is accurate.

10.2 We may also obtain information about your use of our sites and general internet usage by using a cookie file stored on your computer's hard drive. Further details on how our sites use cookies are set out in our Data Protection and Privacy Policy.

11. Viruses, Hacking and Other Offences

11.1 You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of-service attack. We may cooperate with law enforcement authorities in relation to any such misuse, including by disclosing your identity to them.

11.2 We do not guarantee that our sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs, and platform in order to access our sites. You should use your virus protection software. 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 our sites or to your downloading of any content on them, or any website linked to them.

12. Safeguarding

12.1 We are not responsible for performing any checks or validations required to ensure the safeguarding of children or vulnerable adults. However, we reserve the right to restrict access to our sites or any program run by us and/or to refer information to the appropriate authorities if we suspect that a user who has registered with us has harmed or poses a risk of harm to children or vulnerable adults.

13. Linking to Our Sites

13.1 You may link to our home pages, provided you do so in a way that is, in our opinion, fair and legal and does not damage our reputation or take advantage of it. Still, 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.

13.2 We reserve the right to withdraw linking permission without notice. The websites from which you are linking must comply in all respects with the representations and warranties above relating to User Content (as if that website and its contents were User Content).

13.3 You must not establish a link from any websites that you do not own. Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page.

13.4 If you wish to make any use of material on our sites other than as set out above, please get in touch with us through the listed methods below.

14. Links from Our Sites

14.1 Where our sites contain 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 and accept no responsibility for them or for any loss or damage that may arise from your use of them.

15. Variations

15.1 We may revise these Terms at any time by amending this page. Please check this page occasionally to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our sites.

16. Jurisdiction and Applicable Law

16.1 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with these Terms (including claims for set-off and counterclaims), including disputes arising out of or in connection with:

(i) the creation, validity, effect, interpretation, performance, or non-performance of, or the legal relationships established by these Terms; and

(ii) any non-contractual obligations arising out of or in connection with these Terms. For such purposes, you irrevocably submit to the jurisdiction of the English courts.

16.2 These Terms and any non-contractual obligations arising out of or in connection with these Terms shall be governed by and interpreted in accordance with English law.

17. Your Questions

17.1 If you have any questions or concerns about our sites, including any concerns regarding any users of our sites, please get in touch with us.

17.2 We are committed to ensuring that our sites are accessible to the widest possible range of people. If you have any questions or suggestions regarding the accessibility of our sites, or if you have difficulty using any part of them, please get in touch with us.