

UK Biobank Limited

Website Terms of Use

Valid as of 18th November 2020

1. Introduction

1.1 Please read the following Terms of Use carefully.

1.2 In these Terms of Use:

- (a) "**we**", "**our**" and "**us**" means UK Biobank Limited, a company registered in England and Wales (04978912), a registered charity in England and Wales (1101332) and a registered charity in Scotland (SC039230) with its registered office as Units 1 & 2 Spectrum Way, Adswold, Stockport, Cheshire, SK3 0SA; and
- (b) "**you**" and "**your**" means a user of the website at <https://www.ukbiobank.ac.uk/> and its subdomains (the "**Website**").

1.3 These Terms of Use set out the terms and conditions on which we agree to make available and you agree to access and use the Website.

2. Our contact details

If you have any questions about these Terms of Use, please contact us at communications@ukbiobank.ac.uk.

3. Acceptance of the Terms of Use

3.1 By using the Website, you confirm that you have read, understood and agreed to be legally bound by these Terms of Use. If you do not agree with these Terms of Use, you should not use the Website.

3.2 These terms also refer to other items which also apply to your use of our Website:

- (a) our Privacy Policy <https://www.ukbiobank.ac.uk/privacy-policy>
- (b) our Cookie Policy <https://www.ukbiobank.ac.uk/cookie-policy>

3.3 Please save a copy of these Terms of Use, our Privacy Policy and our Cookie Policy for your future reference, as they will all apply to your use of our Website.

4. Amendments to Terms of Use

We may amend these Terms of Use from time to time. If we do, we will publish the changes on the Website. Please review the Website periodically for changes to these Terms of Use, and in any event, each time you wish to use the Website, to ensure you understand the terms that apply at that time. The date at the top of this webpage indicates when these Terms of Use were last updated. If you do not agree with the amended Terms of Use, you must not continue to use the Website.

5. Your use of the Website

When you use our Website, you agree not to:

- (a) use the Website or access to it for any fraudulent, unlawful, improper or illegal purpose;
- (b) use the Website or access to it to impersonate any person or entity, or to falsely state or otherwise misrepresent its affiliation with any person or entity;
- (c) interfere with or disrupt the operation of the Website or access to it;
- (d) transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or programme that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- (e) restrict or inhibit the ability of any other person to access or use the Website;
- (f) modify, adapt or translate any portion of the Website;
- (g) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website;
- (h) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather or reproduce the Website or circumvent the navigational structure or presentation of the Website.

6. Links

6.1 From time to time, the Website may include links to third party websites. These links are provided for your convenience only and do not signify that we endorse such third party websites. We do not review such third party websites and you acknowledge and agree that:

- (a) we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and we do not control their content or availability;
- (b) we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites; and
- (c) if you access any such websites, you do so entirely at its own risk.

6.2 We only link to websites that we believe provide useful information and will be of interest to our users. We may contact you if we decide to add a link to your website. Any request to link to your website will be determined at our communication team's discretion and we will not enter into any correspondence about the decision we make.

6.3 You may include links to the Website on another website providing you acknowledge and agree the following:

- (a) we are not liable to you for any loss that you suffer as a result of such links;
- (b) we do not promise that the Website will be continuously available (and therefore such links may not always work);

- (c) you will not insert such links on any website which contains any content which is illegal, infringes any rights, such as the intellectual property rights, of any third party, contains any adult content or conflicts with our organisational aims;
- (d) you will not expressly state or imply we endorse any website (or any related products or services) which links to our Website;
- (e) we reserve the right to object to any such links and require you to remove them.

6.4 If you include a description about who we are on your website, then you must use the wording provided on the following webpage: <https://www.ukbiobank.ac.uk/linking-to-the-uk-biobank-website>.

7. Legal disclaimer

7.1 Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation or for any other liability that cannot be excluded or limited by law.

7.2 Save as expressly provided in these Terms of Use, the Website is made available to you on an "as is" basis and we disclaim and do not accept any liability to you in respect thereof. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. It is your responsibility to ensure that the Website is suitable for your intended purposes. We accept no liability as to the suitability or fitness of the Website in meeting your needs and we exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms, including, without limitation:

- (a) that access to the Website will be uninterrupted or error-free;
- (b) that the Website or the computer server from which the Website are made available, are free of viruses or other harmful components; and
- (c) to the accuracy, content, timeliness, completeness, reliability, quality or suitability of any content contained in or delivered via the Website or otherwise made available in connection with the Website.

7.3 You also acknowledge and agree that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third party equipment and services, and that we do not guarantee and will not be liable for these in any way.

7.4 Subject to Clause 7.1, we will not be liable to you for any special, indirect or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

8. Intellectual Property Rights

The intellectual property rights in the Website and copyright in all material stored, displayed and accessible on the Website is either owned by us or duly licensed by third parties. All such rights are reserved. You may not use or exploit the information or other contents stored, displayed or accessible on the Website for any commercial purpose without our consent. Any requests to use our logo (or any other intellectual property we own or is licensed to us) must be sent to: communications@ukbiobank.ac.uk.

9. Validity of these terms

If any part or provision of these terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

10. Governing Law

These Terms of Use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.