

CMAC Membership Terms and Conditions

1. We are CMA COLLABORATIVE UK LIMITED (trading as CMAC), a not-for-profit company registered in England and Wales under company registration number 12872782. Our registered office is at 21 New Square, South Horrington Village, Wells, Somerset, Somerset, United Kingdom, BA5 3JS (“we” “us” “our” “CMAC”).
2. These terms and conditions apply to you, being the person named in the accompanying completed membership form (“you” “Member”).
3. We own and operate the website at www.cmac.world (“Website”).
4. These terms and conditions govern your membership of CMAC and entitlement to use the membership services as set out at on our Website from time to time (“Membership Service(s)”) and access the membership materials including without limitation the CMAC Complication Guidelines and Practice Standards as amended from time to time (“Membership Material(s)”).

Subscription

5. To apply for a subscription for our Membership Services you shall be required to submit a membership application form via our Website “[Join CMAC](#)”.
6. Upon our acceptance of your Membership Application you will be provided with details via email on how to pay your subscription via the Website.
7. In consideration for paying us the membership fees as set out on our Website at the point of registration or renewal (“Subscription Fees”) we shall provide you with the Membership Services in accordance with these terms and conditions for a fixed 12-month duration (“Subscription Term”).
8. We shall, during the Subscription Term, provide the Membership Services and make available the Membership Material to the Member on and subject to:
 - (a) These terms and conditions;
 - (b) The Forum Terms;
 - (c) The Helpline Terms;
 - (d) Practice Standards; and
 - (e) Any other policies and/or terms and conditions as published by us from time to time, The above Terms, Standards and Policies can be found on the Members’ area of the website.
9. Upon expiry of the Subscription Term your subscription for Membership Services

(“Subscription”) shall automatically lapse unless you have subscribed with the option to auto-renew.

10. Subject to the restrictions set out in these terms and conditions and our membership policies as amended from time to time, we hereby grant to you the non-exclusive, non-transferable right, to use the Membership Services during the Subscription Term solely for your internal business operations and for education and training purposes.
11. For the purpose of the Membership Services, you shall be treated as a business customer and not as a consumer.

Account

12. To use the Membership Services and access Membership Materials you will be required to use your member account via the Website (“Account”)
13. It is your responsibility to keep your Account password and other account details safe and confidential.
14. You acknowledge that it may take up to five Business Days to initially set up your Account and that use of the Membership Services and Membership Materials are at all times subject to your compliance with these terms and conditions and any requirements as communicated to you from time to time

Member Obligations

15. By subscribing for membership to CMAC and setting up an Account you represent and undertake to us that:
 - 16.1. You currently hold valid registration with your Statutory Body;
 - 16.2. You acknowledge that only you are permitted to access and use the Membership Services and Membership Materials. You are not permitted to make the Membership Services or Membership Materials available to any third party;
 - 16.3. You shall keep secure your username and password and shall keep your password confidential;
 - 16.4. You shall permit us or our designated auditor to audit your compliance with these terms and conditions. If any of the audits reveal that any password has been provided to any individual who is not a Member, then without prejudice to our other rights, we will promptly disable such passwords and shall not issue any new passwords to any such individual. If any of the audits reveal that you have underpaid your Subscription Fees then without prejudice to our other rights, you shall pay to us an amount equal to such underpayment as calculated in accordance with the then current prices set out in on our Website within 10 Business Days of the date of the relevant audit;
 - 16.5. You shall not access, store, distribute or transmit any material during the course of your use of the Membership Services that:



- 16.5.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 16.5.2. facilitates illegal activity;
 - 16.5.3. depicts sexually explicit images;
 - 16.5.4. promotes unlawful violence;
 - 16.5.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - 16.5.6. contains any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices (“Virus”).
 - 16.5.7. is otherwise illegal or causes damage or injury to any person or property;
and we reserve the right, without liability or prejudice to our other rights to disable your access to any material that breaches the provisions of this clause.
- 16.6. You shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement and except to the extent expressly permitted under these terms and conditions:
- 16.6.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Membership Materials (as applicable) in any form or media or by any means; or
 - 16.6.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any software on our Website; or
 - 16.6.3. access all or any part of the Membership Services and Membership Materials in order to build any product or service which competes with the Membership Services and/or the Membership Materials; or
 - 16.6.4. use the Membership Services and/or Membership Materials to provide services to third parties; or
 - 16.6.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Membership



- Services and/or Membership Materials available to any third party; or
- 16.6.6. attempt to obtain, or assist third parties in obtaining, access to the Membership Services and/or Membership Materials, other than by becoming a member of CMAC; or
 - 16.6.7. introduce or permit the introduction of any Virus or weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability into our computer network and information systems.
17. You shall at all times use all reasonable endeavours to prevent any unauthorised access to, or use of, the Membership Services and/or the Membership Materials and, in the event of any such unauthorised access or use, promptly notify us.
18. You **shall**:
- 18.1. provide us with:
 - 18.1.1. all necessary co-operation; and
 - 18.1.2. all necessary access to such information as may be required by us;
in order to provide the Membership Services;
 - 18.2. without affecting any other obligations under these terms and conditions to comply with all applicable laws and regulations with respect to your activities under these terms and conditions;
 - 18.3. carry out all your responsibilities set out in these terms and conditions in a timely and efficient manner;
 - 18.4. only use the Membership Services and the Membership Material in accordance with these terms and conditions and shall be responsible for any breach of these terms and conditions;
 - 18.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for us, our contractors and agents to perform their obligations under these terms and conditions, including without limitation the Membership Services;
 - 18.6. ensure that your network and systems comply with the relevant specifications provided by us from time to time; and
 - 18.7. be, to the extent permitted by law and except as otherwise expressly provided in these terms and conditions, solely responsible for all actions taken towards a patient, and all loss or damage arising from or relating thereto.

Our Commitment

19. We undertake that the Membership Services will be performed with reasonable skill and care.

20. The undertaking at clause 19 shall not apply to the extent of any non-conformance which is caused by use of the Membership Services contrary to our instructions, or modification or alteration of the Membership Services by any party other than by us or our duly authorised contractors or agents. If our Membership Services do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Member with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Member's sole and exclusive remedy for any breach of the undertaking set out in clause 19.
21. We:
- 21.1. do not warrant that:
 - 21.1.1. your use of the Membership Services will be uninterrupted or error-free; or
 - 21.1.2. that the Membership Services, Membership Material and/or the information obtained by the Member through the Membership Services will meet the Member's requirements; or
 - 21.1.3. the Website will be free from Vulnerabilities or Viruses;
 - 21.2. are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Member acknowledges that the Membership Services and Membership Material may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Membership Materials and Our Website

22. Access to the Website and any Membership Materials are provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Website and any Membership Materials (or any part of it) at any time and without notice. We will not be liable to you in any way if the Website and any Membership Materials (or any part of it) are unavailable at any time and for any period.
23. Whilst every reasonable endeavour has been made to ensure that the Website and any Membership Materials is accurate and up to date, we make no warranty or representation that this is the case. We make no guarantee of any specific results from the website content or any Membership Materials.
24. Membership Materials do not constitute advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action.

Availability

25. We shall use commercially reasonable endeavours to make the Website and Membership Material available 24 hours a day, seven days a week, except for:
- 25.1. planned maintenance carried out from time to time and as documented on our Website; and

25.2. unscheduled maintenance.

26. The Membership Services shall be available in accordance with their relevant terms and conditions which can be found in the members' area of the website.

Data Protection

27. We will only use your personal information as set out in our Privacy Policy, available [here](#) and Cookie Policy [here](#). How we may process personal data that you provide to us about a third party will be governed by our [Data Processing Terms](#).

Proprietary Rights

28. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Membership Services and the Membership Materials. Except as expressly stated herein, these terms and conditions do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Membership Services or the Membership Materials.

29. You shall own all right, title and interest in and to all data provided to us when using the Membership Services ("Member Data") and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Member Data.

30. You hereby grant us a royalty free non-exclusive licence to use the Member Data to perform the Membership Services.

31. You further hereby grant us a royalty free non-exclusive licence in perpetuity to use the Member Data by way of case studies for any publication or guidelines or practice material. In such circumstances we shall use commercial reasonable endeavours to remove any identifying features which may relate back to you or the patient. For the avoidance of doubt such right shall continue in full force and effect notwithstanding the termination or expiry of your membership (however arising).

Confidentiality

32. Both you and us may be given access to information that is proprietary or confidential and is either clearly labelled as such or identified as confidential information ("Confidential Information") from the other in order to perform its obligations under these terms and conditions. Confidential Information shall not be deemed to include information that:

32.1. is or becomes publicly known other than through any act or omission of the receiving party;

32.2. was in the other party's lawful possession before the disclosure;

32.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

32.4. is independently developed by the receiving party, which independent development

can be shown by written evidence.

33. Subject to clause 35 and clause 36, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than as set out under these terms and conditions. This clause shall continue in full force and effect notwithstanding the expiry or termination of these terms and conditions (however arising).
34. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms and conditions. This clause shall continue in full force and effect notwithstanding the expiry or termination of these terms and conditions (however arising).
35. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 35, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
36. We shall be able to refer to Confidential Information by way of case studies for any publication or guidelines or practice material. In such circumstances we shall use commercial reasonable endeavours to remove any identifying features which may relate back to you or the patient. For the avoidance of doubt such right shall continue in full force and effect notwithstanding the termination or expiry of your membership (however arising).
37. You shall not make, or permit any person to make, any public announcement concerning us without our prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. This clause shall continue in full force and effect notwithstanding the expiry or termination of these terms and conditions (however arising).

Third Party Providers

38. You acknowledge that the Membership Services and Membership Materials may enable or assist you or suggest you access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that in such circumstances you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Member, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Member and the relevant third party, and not with us. We always recommend that the Member refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Membership Services.

Indemnity

39. At all times you shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Membership Services and/or Membership Material.

Limitation of Liability

40. Except as expressly and specifically provided in these terms and conditions:
- 40.1. you assume sole responsibility for any and all results obtained from the use of the Membership Services and the Membership Material by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Membership Services, or any actions taken by us at your direction;
 - 40.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - 40.3. the Membership Services and the Membership Material are provided to a Member on an "as is" basis.
41. Nothing in these terms and conditions exclude our liability:
- 41.1. for death or personal injury caused by our negligence; or
 - 41.2. for fraud or fraudulent misrepresentation.
42. Subject to clause 40 and clause 41:
- 42.1. We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms and conditions; and
 - 42.2. our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms and conditions shall be limited to the total Subscription Fees.

Term and Termination

43. Your Subscription Term shall, unless otherwise terminated as provided under this clause 32, commence on the date we accept you as a member and shall continue for a fixed 12-month term unless:



- 43.1. we terminate the Subscription Term earlier with immediate effect by giving written notice to you if you fail to pay any amount due under the terms and conditions on the due date for payment;
- 43.2. either party terminates the Subscription Term earlier with immediate effect by giving notice to the other where:
 - 43.2.1. the other party commits a material breach of any of the terms and conditions and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 43.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 43.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 43.2.4. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 43.2.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 43.2.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - 43.2.7. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - 43.2.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 43.2.9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;



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- 43.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 43.2.2 to clause 43.2.9 (inclusive);
- 43.2.11. a party becomes subject to a bankruptcy order;
- 43.2.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 43.2.13. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these terms and conditions is in jeopardy.

44. On termination of this agreement for any reason:

- 44.1. all licences granted under this agreement shall immediately terminate and the Member shall immediately cease all use of the Membership Services and/or the Membership Material;
- 44.2. we may destroy or otherwise dispose of any of the Member Data in its possession; and
- 44.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

Force Majeure

45. We shall have no liability to you under the terms and conditions if we are prevented from or delayed in performing its obligations under these terms and conditions, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided you are notified of such an event and its expected duration.

General

46. In these terms and conditions

- 46.1. Clause, schedule and paragraph headings shall not affect the interpretation of these terms and conditions;
- 46.2. the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 46.3. the words and phrases 'other', 'including' and 'in particular' or similar words shall not



restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;

- 46.4. an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 46.5. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality);
- 46.6. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 46.7. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular;
- 46.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; and
- 46.9. A reference to writing or written does not include e-mail.

Waiver

- 47. No failure or delay by a party to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Rights and Remedies

- 48. Except as expressly provided in these terms and conditions, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Variation

- 49. We may vary these membership terms and conditions from time to time. Your acceptance of any varied terms and conditions is deemed upon any use of the Membership Services following a variation to our terms and conditions.
- 50. When we change our terms and conditions the amended terms and conditions shall be notified to you by way of an email to your email address held by us.

Severance

- 51. If any provision or part-provision of these terms and conditions are or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability

of the rest of these terms and conditions.

52. If any provision or part-provision of this agreement is deemed deleted under clause 51 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Entire Agreement

53. These terms and conditions and all documents referred to herein constitutes the entire agreement between you and us, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
54. You acknowledge that in entering into these terms and conditions you have not relied on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions.
55. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.
56. Nothing in these terms and conditions shall limit or exclude any liability for fraud.

Assignment

57. The Member shall not, without our prior written consent assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.
58. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these terms and conditions.

No partnership or agency

59. Nothing in these terms and conditions is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Third Party Rights

60. These terms and conditions do not confer any rights on any person or party (other than to you and us and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

Notices

61. Any notice required to be given under these terms and conditions shall be in writing, and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to us at our registered address and to you at the address you have provided to us on your Membership Application Form.
62. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

Governing Law

63. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction

64. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).