

Terms of Subscription for RevMan Web (the "Terms") between the subscriber who has purchased a subscription for RevMan Web ("Subscriber") and The Cochrane Collaboration ("Cochrane"), a company limited by guarantee and charity registered in England and Wales with company number 03044323 and charity number 1045921 whose registered office is at St Albans House, 57-59 Haymarket, London, SW1Y 4QX, United Kingdom

1. DEFINITIONS

'Authorised User' means an individual user who has authority to use RevMan Web, either because they are an Individual Subscriber or because an Institutional Subscriber has purchased a Subscription on their behalf.

'Contract' means the contract between Cochrane and the Subscriber for the purchase and provision of the Subscription, comprising the Order Form and these Terms.

'Data Protection Legislation' means all applicable laws, regulations and secondary legislation relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including (but not limited to) the UK GDPR.

'Documentation' means all on-line help-files or written manuals regarding the use of RevMan Web.

'Force Majeure Event' means an act, event, omission or accident beyond a party's reasonable control which prevents or delays that party from performing its obligations under these Terms.

'Individual Subscriber' means a Subscriber who is an individual and has purchased a Subscription for their own use.

'Institutional Subscriber' means a Subscriber who is an organisation which has purchased a Subscription for use by multiple individual users.

'Intellectual Property Rights' means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

‘Limited User Subscription’ means a Subscription with a limited number of Authorised Users.

‘Malware’ means 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.

‘Order Form’ means the order form containing the details of the Subscriber’s subscription.

‘RevMan Web’ means the web-based version of Review Manager, a software programme designed to support the conducting of systematic reviews by enabling users to structure and store study data, generate meta-analyses and communicate the results through forest plots and review articles; and to manage a portfolio of systematic reviews or parts of systematic reviews.

‘Subscription’ means the subscription purchased by the Subscriber which allows their Authorised Users to use RevMan Web.

‘Subscription Fee’ means a fee payable by the Subscriber for the Subscription, as set out in the Order Form.

‘Subscription Period’ means the period of the Subscription, which will be 12 months from the date Cochrane accepts the Subscriber’s order unless otherwise set out in the Order Form.

‘Terms of Use’ means the terms of use of a Cochrane account and systems, which users are required to accept in order to use a Cochrane account and the systems accessed through a Cochrane account, including RevMan Web.

‘Unlimited User Subscription’ means a Subscription with no limit on the number of Authorised Users.

‘User Licence’ means a licence for an Authorised User to use RevMan Web.

2. SUBSCRIPTION TERMS

- 2.1** If the Subscriber is required to pay a Subscription Fee, the Subscriber shall pay to Cochrane the Subscription Fee annually in advance unless specified otherwise in the Order Form. Cochrane will issue invoices to Institutional Subscribers, which the Institutional Subscriber must pay within 30 days of receipt.
- 2.2** Subscribers will be granted access to their Subscription once they have paid the Subscription Fee (where applicable), provided Cochrane with sufficient information to identify and grant access to the Subscriber's Authorised User(s) (where applicable) and once their Authorised Users have created a Cochrane Account and accepted the Terms of Use. Institutional Subscribers may be granted access to their Subscription once the order is confirmed, but Cochrane has the right to revoke access to the Subscription if the Institutional Subscriber does not pay the invoice on time.
- 2.3** The Subscriber's Subscription shall last for the Subscription Period, unless terminated earlier in accordance with these Terms or extended by written agreement between the parties in accordance with clause 10.1.
- 2.4** Subject to:
- (a)** the Subscriber:
- (i) paying the Subscription Fee (where applicable);
 - (ii) providing Cochrane with sufficient information to identify and grant access to the Subscriber's Authorised User(s) (where applicable); and
 - (iii) complying with these Terms;
- and
- (b)** the Authorised Users accepting and complying with the Terms of Use,
- Cochrane shall grant the Authorised Users a licence to use RevMan Web and the Documentation during the Subscription Period for carrying out systematic reviews or parts of systematic reviews.
- 2.5** It is Cochrane's responsibility ensure the provision of the Subscription meets any applicable consumer rights. If the Subscriber has any concerns in this regard, they can contact Cochrane using the contact details referenced in clause 10.7.
- 2.6** By placing an order for a Subscription, the Subscriber is requesting and agreeing that Cochrane may start the Subscription and provide the Subscriber with access to RevMan Web as soon as possible following Cochrane's acceptance of the order. The Subscriber has 14 days after the day Cochrane emails the Subscriber to confirm that Cochrane accepts the order to change their mind and cancel the Subscription, provided that the Subscriber has not accessed RevMan Web during

that 14 day period, by notifying Cochrane in writing at RMWsubscriptions@cochrane.org, in which case Cochrane shall issue a refund of the Subscription Fee. If the Subscriber does access RevMan Web within the 14-day period, the Subscriber acknowledges that they are not entitled to a refund if the Subscriber then changes their mind and cancels their subscription.

3. SUBSCRIBER'S OBLIGATIONS

3.1 In relation to the Authorised Users, the Subscriber undertakes that:

- (a)** the maximum number of Authorised Users that the Subscriber allows to access and use RevMan Web shall not exceed the number of Authorised Users set out in the Order Form;
- (b)** they will not allow any User Licence to be used by more than one individual Authorised User, unless the User Licence has been reassigned in its entirety to another individual Authorised User in which case the prior Authorised User shall no longer have any right to access or use that User Licence;
- (c)** they shall require each Authorised User to create a Cochrane Account, accept the latest version of the Terms of Use and register to use RevMan Web, which is necessary to enable the Authorised User to access RevMan Web; and
- (d)** if they are an Institutional Subscriber, they will provide Cochrane with the email address of each Authorised User and/or such domain name, IP address or other details that Cochrane requires in order to identify the Authorised Users and be able to grant them access to RevMan Web.

3.2 The Subscriber acknowledges that:

- (a)** if the Subscriber breaches clause 3.1(a) and/or clause 3.1(b), Cochrane shall be entitled to increase any Subscription Fee due proportionate to the actual number of users the Subscriber has permitted to use RevMan Web;
- (b)** if an Authorised User has their Cochrane Account suspended or closed due to breaching the Terms of Use, no refund of any Subscription Fee, in whole or in part, will be payable to the Subscriber;
- (c)** Cochrane may delete the Subscriber's and/or Authorised Users' data from RevMan Web at or after the end of the Subscription Period and the Subscriber and/or Authorised Users should therefore download data stored within RevMan Web that they wish to retain prior to the end of the Subscription Period;
- (d)** RevMan Web system administrators will be able to access and edit data held within RevMan Web for the purposes of operating RevMan Web; and

(e) It is the responsibility of the Subscriber and/or its Authorised Users to obtain all hardware, software and other equipment and any telecommunication services required to access RevMan Web, and Cochrane is not responsible for any charges that the Subscriber may incur in doing so.

3.3 The Subscriber shall not (and shall not permit its Authorised Users to) access, store, distribute or transmit anything during the course of using RevMan Web that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on age, race, sex, gender reassignment, religion or belief, sexual orientation, disability or any other protected characteristic; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and Cochrane reserves the right, without liability or prejudice to its other rights to the Subscriber, to remove and/or disable the Subscriber's and the Authorised Users' access to any material that breaches the provisions of this clause.

3.4 The Subscriber shall not (and shall not permit its Authorised Users to), except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of RevMan Web in any form or media or by any means;

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of RevMan Web;

(c) access all or any part of RevMan Web in order to build a product or service which competes with RevMan Web;

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make RevMan Web available to any third party except the Authorised Users;

- (e) attempt to obtain, or assist third parties in obtaining, access to RevMan Web, other than as provided under this clause;
- (f) introduce or permit the introduction of any Malware into Cochrane's network and information systems; or
- (g) label anything created using RevMan Web as a 'Cochrane Review' unless it is accepted by Cochrane for publication as a Cochrane Review.

For the avoidance of doubt, the restrictions in clause 3.4(a), (b) and (d) do not apply to anything an Authorised User creates using RevMan Web, only to RevMan Web itself.

- 3.5** The Subscriber shall use all reasonable endeavours to prevent any unauthorised access to, or use of, RevMan Web and, in the event of becoming aware of any such unauthorised access or use, shall promptly notify Cochrane in writing.

4. COCHRANE'S OBLIGATIONS

- 4.1** Subject to the Subscriber paying the Subscription Fee (where applicable) and complying with these Terms, Cochrane shall use reasonable endeavours to make RevMan Web available for use by the Authorised Users in accordance with Cochrane's target uptime and shall store all review projects and data uploaded by Authorised Users in RevMan Web in a cloud-based system. Cochrane's target uptime for RevMan Web is 95% but this is not guaranteed.

- 4.2** Cochrane shall not be required to comply with clause 4.1 where any non-conformity is caused by
- (a) use of RevMan Web contrary to Cochrane's instructions; and/or
 - (b) modification or alteration of RevMan Web by any party other than Cochrane or Cochrane's duly authorised contractors or agents.
- If RevMan Web does not comply with clause 4.1, Cochrane will, at its expense, use all reasonable commercial endeavours to correct any such non-conformity promptly. Such endeavours constitute the Subscriber's sole and exclusive remedy for any breach of clause 4.1.

- 4.3** Cochrane does not warrant that:

- (a) the Subscriber's use of RevMan Web will be uninterrupted or free from errors, bugs or Malware; or
- (b) RevMan Web will meet Subscriber's requirements,

and Cochrane reserves the right to make reasonable changes to the operation and functionality of RevMan Web.

- 4.4** These Terms shall not prevent Cochrane from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these Terms.
- 4.5** Cochrane warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.
- 4.6** Cochrane will retain a back-up of data which is held within RevMan Web in accordance with Cochrane's archiving policy for the period of the Subscription. Cochrane will retain a limited number of historical versions of reviews or parts of reviews held in RevMan Web as may delete some historical versions in accordance with Cochrane's version retention policy. For the avoidance of doubt, clause 4.7 does not apply to any data which Cochrane deletes in accordance with this clause.
- 4.7** In the event of any loss or damage to the Subscriber's data which is held in RevMan Web, the Subscriber's sole and exclusive remedy against Cochrane shall be for Cochrane to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up maintained by Cochrane. Cochrane shall not be responsible for any loss, destruction, alteration or disclosure of such data caused by any third party (except those third parties sub-contracted by Cochrane to perform services related to maintenance and back-up of the data for which Cochrane shall remain fully liable).
- 4.8** Through its Helpdesk, Cochrane will respond to email queries from the Subscriber about their Subscription. The Helpdesk is available in United Kingdom office hours only (Monday to Friday 9:00 – 17:00, excluding public holidays). The Helpdesk will only support RevMan Web-related queries regarding access, authentication, Cochrane Account registration and login, renewals, and associated issues. For queries related to RevMan Web functionality, the Helpdesk will refer the Subscriber to the RevMan Web Knowledge Base. The Helpdesk will not be able to respond to queries related to review content, format, or methods.

5. INTELLECTUAL PROPERTY

- 5.1** The Subscriber acknowledges and agrees that Cochrane and/or its licensors own all Intellectual Property Rights in RevMan Web and the Documentation. Except as expressly stated in these Terms, these Terms do not grant the Subscriber or the Authorised Users any Intellectual Property Rights or other rights to, in or in connection with RevMan Web or the Documentation.
- 5.2** The Subscriber must not use (and shall procure that the Authorised Users do not use) the name, logo or any other marks of Cochrane without Cochrane's prior written consent.

6. DATA PROTECTION

- 6.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. The Subscriber shall not (and shall not permit its Authorised Users to) upload or introduce any personal data into RevMan Web in breach of Data Protection Legislation. Before sharing any Authorised Users' personal data with Cochrane, the Institutional Subscriber shall obtain consent (which complies with the requirements of the Data Protection Legislation) from the Authorised Users. The Subscriber shall indemnify Cochrane against any losses, damages, costs (including legal fees) and expenses incurred or suffered by Cochrane as a result of the Subscriber breaching this clause and/or the Data Protection Legislation.
- 6.2** Under data protection legislation, Cochrane is required to provide the Subscriber with certain information about who Cochrane is, how Cochrane processes the personal data of those Authorised Users and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in Cochrane's [privacy policy](#).

7. TERMINATION

- 7.1** Either party may terminate the Contract immediately by giving written notice to the other party if the other party commits a material breach of these Terms and fails to remedy that breach within 10 days of receiving written notification of the breach. For the avoidance of doubt, the failure by the Subscriber to pay the Subscription Fee (where applicable) on time or at all is a material breach.
- 7.2** Either party may terminate the Contract immediately by giving written notice to the other party if a Force Majeure Event persists for 3 months or more. If this termination is due to Cochrane being unable to make RevMan Web available due to a Force Majeure Event, the Subscriber shall be entitled to a pro rata refund of any Subscription Fee paid for the period during which RevMan Web was not available.
- 7.3** Cochrane may terminate the Contract by giving 90 days' written notice to the Subscriber if Cochrane intends to stop making RevMan Web available. If Cochrane terminates under this clause, the Subscriber shall be entitled to a pro rata refund of any Subscription Fee paid for the period during which RevMan Web will not be available.
- 7.4** Upon the expiry or termination of the Contract:
- (a)** the Authorised Users' access to RevMan Web will be revoked; and

- (b) Cochrane shall pay any outstanding refund issued in accordance with clause 7.2 within 30 days.

8. LIABILITY

- 8.1** Except as expressly and specifically provided in these Terms and subject to clause 8.2:

- (a) RevMan Web is provided to the Subscriber on an "as is" basis, 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 these Terms and the Subscriber assumes sole responsibility for results obtained from the use of RevMan Web by the Subscriber and its Authorised Users and for conclusions drawn from such use;

- (b) Cochrane shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Cochrane by the Subscriber in connection with RevMan Web, or any actions taken by Cochrane at the Subscriber's direction;

- (c) Cochrane shall have no liability to the Subscriber for a failure to comply with these Terms due to a Force Majeure Event;

- (d) Cochrane shall have no liability to the Subscriber 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 Subscriber acknowledges that RevMan Web may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

- (e) Cochrane shall have no liability to the Subscriber for any loss of or corruption to data held within RevMan Web due to causes which are outside of Cochrane's reasonable control; and

- (f) Cochrane shall have no liability for interruptions to the availability of RevMan Web caused by such third parties which are outside of Cochrane's reasonable control. Such third parties include third party vendors and partners who provide services to Cochrane in connection with RevMan Web, including but not limited to hosting infrastructure services.

- 8.2** The Subscriber shall indemnify Cochrane against any losses, damages, costs (including legal fees) and expenses incurred or suffered by Cochrane as a result of in connection with the Subscriber's Authorised Users failing to comply with the Terms of Use.

- 8.3** Nothing in these Terms limits or excludes either party's liability for:

- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot by law be limited or excluded.
- 8.4** Nothing in these Terms limits or excludes the Subscriber's liability under the indemnities in clause 6.2 (indemnity for breach of data protection legislation) and clause 8.2 (indemnity for breach of Terms of Use by Authorised Users).
- 8.5** Subject to clauses 8.3 and 8.4, under or in connection with these Terms:
- (a) neither party shall have any liability to the other for any indirect or consequential losses; and
 - (b) each party's aggregate liability to the other shall be limited to £1000.

9. GOVERNING LAW AND JURISDICTION

- 9.1** The Contract and any dispute or claim arising out of or in connection with the Contract 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.
- 9.2** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims). However, if the Subscriber is an Individual Subscriber, they will benefit from any applicable mandatory provisions of consumer law of the country in which they are resident.

10. GENERAL

- 10.1 Variation.** Cochrane may vary these Terms from time to time and such variations will become effective upon the Subscriber's acceptance of the updated Terms. [A log of previous versions](#) of these Terms is available. The parties may agree to vary the Contract by agreement in writing signed by or on behalf of both parties.
- 10.2 Assignment.** Cochrane may at any time sub-contract, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Contract. The Subscriber may only transfer its rights or obligations under the Contract with Cochrane's prior written consent.
- 10.3 No partnership or agency:** Nothing in the Contract 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).

- 10.4 Entire Agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 10.5 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 10.6 Notices.** Any notice required to be given under the Contract shall be sent by email to the parties' email addresses as set out in the Order Form. A notice sent by email shall be deemed to have been received at the time of transmission.
- 10.7 Contact and Complaints:** If the Subscriber needs to speak to Cochrane regarding their RevMan Web Subscription they should refer to the contact details set out in the Order Form or, if no such contact details are provided, contact RMWsubscriptions@cochrane.org. If the Subscriber has a complaint about or relating to their RevMan Web Subscription, they should contact RMWsubscriptions@cochrane.org.

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