

# Terms and Conditions

#### **About the Terms and Conditions**

Health Information Consulting Ltd ("HIC", "we" or "us") is a company incorporated in England and Wales – registration no. 3479912. Our head office is Homestall House - Low Barn, Homestall Lane, KENT ME13 8UT. If you wish to contact us please use the "Contact Us" links at <a href="https://www.health-informatics.co">www.hic-ltd.com</a>

Please read these Terms and Conditions carefully. They apply to the website you were using which linked to these Terms and Conditions (the "site(s)" or "website(s)"). They govern your use of the site and its related services and of all other HIC websites.

We may change these Terms and Conditions from time to time by updating this document. You should review this page regularly. Your continued use of the site after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the site if you are not happy with any changes to these Terms and Conditions of Use.

Access to and use of the site is provided by Health Information Consulting Ltd on the following terms. By using the site you are acknowledging that you have read and accepted these Terms and Conditions:

- 1. By using this site you agree to being registered and bound by these Terms and Conditions, which shall take effect immediately on your first use of this site. If you do not agree to be bound by all of the following Terms and Conditions please do not complete your registration.
- 2. You must be aged 16 years or more.
- 3. To become registered user you will need to provide us with some personal details about yourself. We will protect your personal data as set out in our privacy statement. Please read our Privacy Policy at <a href="https://www.health-informatics.co/privacy">www.health-informatics.co/privacy</a> policy.pdf
- 4. If you disable your account we will not automatically delete content that you have submitted to our websites. Use the 'Contact Us' links to request we disable your account.
- 5. HIC may bring any rights granted to you to an end at any time without necessarily providing any notice to you.

#### **Conditions of Use**

6. You agree to use this site only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of this site. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue. You may not impersonate another person.

## **Intellectual Property**

- 7. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on this site shall remain vested in HIC or its licensors/licensees (which includes other users). Unless specifically stated in a Creative Commons licence which may be attached to some HIC content <a href="http://creativecommons.org/licenses/by-nc-sa/2.0/uk">http://creativecommons.org/licenses/by-nc-sa/2.0/uk</a> ("Creative Commons Licence") you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use HIC content in any way except for your own personal, non-commercial use. Please read the Creative Commons licence in full before downloading or otherwise making use of HI content.
- 8. You must however read these rights subject to any restrictions on use applying to any Materials or part of them such as video and photographic images ("Special Restrictions"). If you do not agree to be bound by the

- Creative Commons Licence or any Special Restriction then you must not use HI content made available under these terms.
- 9. When using Materials you must attribute us and any identified author in accordance with the terms of the Creative Commons Licence. Non-HIC materials will have an "Acknowledgements" section which will identify the author/owner(s) and any Special Restriction(s) applying. You must take account of and abide by any restrictions set out in this section in using any of the Materials.
- 10. This site also contains proprietary materials which are owned by or licensed to HIC and/or specifically identified authors, which are not subject to the Creative Commons licence. These materials which will be identified as "Proprietary" include but are not limited to our logos and trading names, certain photographic and video images, sounding recordings and the design, layout and appearance of and graphics contained within this site. These proprietary materials are protected by intellectual property rights. Unauthorised use of these materials may constitute intellectual property infringement.

#### **Contributions to the Site**

- 11. By sharing any contribution (including any text, photographs, graphics, video or audio) with us you agree to grant to HIC, free of charge, permission to use the material in any way (including modifying and adapting it for operational and editorial reasons) for HIC's products and services in any media worldwide.
- 12. Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.
- 13. In order that HIC can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any third party rights, that you have the right to give HIC permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent/guardian if they are under 16.
- 14. If you do not want to grant HIC the permission set out above on these terms, please do not submit or share your contribution to or with HIC and the site.

#### **Your Account**

15. If you use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts. All accounts must be registered with a valid personal email address that you access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary or generated email addresses may be closed without notice.

### **Legal Requirements**

16. You may not submit or share any defamatory or illegal material of any nature in our communities. This includes text, graphics, video, programs or audio. Contributing materials to a site community with the intention of committing or promoting an illegal act is strictly prohibited.

## **Accuracy of Content and Information**

- 17. HIC is not able to guarantee that information contained on or available via this site will continue to be accurate. You confirm that you have not relied on any such information and any arrangements made between you and any other person, using or named on this site is entirely at your sole risk and responsibility.
- 18. Information contained in or accessible via this site changes on a regular basis. We may make improvements or alterations to this site at any time and without notice.
- 19. If any links to other websites appear on this site HIC accepts no responsibility or liability for the content of that website (whether under our control or otherwise). Any link is not intended to be, nor should be construed as, an endorsement of any kind by us.
- 20. Should we link to another website we will try to make it as clear as possible that you are leaving this site. It is your responsibility to check the Terms and Conditions and Privacy Policy on any other website that you visit.

#### Liability

- 21. We do not guarantee that:
  - 23(a) use of this site will be compatible with all hardware and software,
  - 23(b) use of this site will be uninterrupted or error or virus free,
  - 23(c) use of this site will deliver any specific outcome for its users,

or

- 23(d) defects will be corrected
- You must take appropriate steps to ensure that you regularly check for viruses when using this site on any device.
- 22. We make no statement about the suitability of the content, information and services contained on, or accessed via, this site. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law. For the avoidance of doubt this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by third parties.
- 23. We further exclude to the fullest extent permissible by law all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any third party and arising out of or in any way connected with the use of this site or its content, whether based on contract, tort, strict liability or otherwise.
- 24. Any payments made by you or on your behalf to us, are non-refundable unless determined otherwise, on a case by case basis, by the Directors.
- 25. You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Terms and Conditions.

### **Complete Agreement**

26. These Terms and Conditions (including the Privacy Policy) contain all the Terms and Conditions applicable to your use of this site. Nothing contained on this Site is intended to be, nor should be construed as an offer by us to enter into, a contractual relationship with you or anyone else except on these Terms and Conditions.

### Jurisdiction and acceptance of these Terms and Conditions

These Terms and Conditions and any dispute in relation to the materials available from this site will be governed by English law. The English courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Terms and Conditions or use of these site(s).