

FormFinity Terms of Use

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THESE PRODUCTS AND SERVICES

These Terms are those of Health Call Solutions Limited and you will be bound by these by accessing or using the Platform (as detailed below) or otherwise indicating your consent to them.

The Platform is accessed via the patient browser myhc.uk or the online platform and applications hosted on formfinity.co.uk. The Platform provides various services including, amongst other things, a patient engagement portal that enables patients and users:

- To send forms to cohorts of patients
- To provide responses to forms
- To view and export form responses

The services available by the Platform may be updated and change from time to time.

Who We Are

Healthcall Solutions Limited (“**Health Call Solutions**”, “**We**”, “**Us**”) operate the Platform on behalf of specific Care Quality Commission Registered Providers (Providers), including NHS Wales organisations, for you to manage and record your vitals, view appointment and other health and social care information.

We are a limited company registered in England and Wales under company number 10218146 and have our registered office at Enterprise House Kingsway, Team Valley Trading Estate, Gateshead, Tyne & Wear, United Kingdom, NE11 0SR.

To contact us, please email enquiries@healthcallsolutions.com

Terms that apply to you

These Terms govern the rules for using this Platform.

By using the Platform (or otherwise indicating your agreement), you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Platform.

We may amend these terms from time to time. Every time you wish to use the Platform, please check these terms to ensure you understand the terms that apply at that time. We recommend that you print a copy of these Terms for future reference.

These Terms may also refer to the following additional terms, which will also apply to your use of the Platform:

- Cookie Policy which sets out information about the cookies used on our Platform as approved by and on behalf of the health or social care Provider purchasing the Platform.
- Privacy Policy

The information about you which is collected and held on this Platform is controlled by health and social care Providers and processed by us as a third-party processor acting on the instructions of those Providers. Your information is not processed by us for our own purposes.

Please check the Privacy Policy on the Provider service for further information on how your personal information is processed.

Use of the Platform

We permit you to use the Platform only for personal, non-commercial purposes and primarily for managing your appointments and other patient details. Use of the Platform in any other way, including in contravention of any restriction on use set out in these Terms, is not permitted.

We do not represent that content available on or through our Platform is appropriate for use or available in other locations. If you access the Platform from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

As a condition of your use of the Platform, you may not (and you confirm that you will not):

- use the Platform in any way or for any purpose that is unlawful under any applicable law or prohibited by these Terms;
- use the Platform in any way that is fraudulent;
- use the Platform to distribute viruses or malware or other similar harmful software code (as further outlined below);
- use the Platform for purposes of promoting unsolicited advertising or sending spam;
- use the Platform to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- use the Platform in any manner that disrupts the operation of our Platform or business or the website or business of any other person or entity;
- use the Platform for harming or attempting to harm minors;
- use the Platform to bully, insult, intimidate or humiliate any person;
- use the Platform to promote any unlawful activity;
- use the Platform to gain unauthorised access to or use of computers, data, systems, accounts or networks; or
- attempt to circumvent password or user authentication methods.

You also agree that you will not access without authority, interfere with, damage or disrupt:

- any part of our Platform;
- any equipment or network on which our Platform is stored;
- any software used in the provision of our Platform; or
- any equipment or network or software owned or used by any third party.

Changes to our Platform

We may update and change our Platform from time to time, including to reflect changes to the services or Platform users' needs.

We may suspend or withdraw our Platform

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons or if you do not comply with any part of these Terms, or any policies to which they refer or any applicable law. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification or password, you must promptly reset your password to something only you know.

How you may use material on our Platform

We are the owner or the licensee of all intellectual property rights in our Platform (including its interface, design and functionality), whether registered or unregistered. All such rights are reserved. This means, for example, that we, the Provider or the licensor remain owners of them respectively, and free to use them as we, Provider or the licensor see fit.

The purchasing health or social care Provider is the owner or the licensee of all intellectual property in the material published on the Platform.

Nothing in these Terms grants you any legal rights in the Platform other than as necessary to enable you to access the Platform. You agree not to

adjust or try to circumvent or delete any notices contained on the Platform (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Platform.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

How we may use your personal information

The information about you which is contained on this Platform is controlled by your health or social care provider and processed by us as a third-party processor. Please check your Provider's Privacy Policy for further information on how they control and process your personal data.

Do not act alone on information on the Platform

Whilst we may make test results and other documents related to your health or social care available to you on our Platform, you must take advice before taking or refraining from any actions on your health or treatment that you have not agreed with your clinician (doctor, nurse etc). If in any doubt, talk with the responsible clinician for the results or document you have received.

Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

We are not responsible for sites we link to

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them. We have no control over the contents of those sites or resources.

Your use of a third party site or resource may be governed by the terms and conditions of that third party site or resource.

Our responsibility for loss or damage suffered by you

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses, damages, costs or liabilities that:

- were not foreseeable to you and us when these Terms were formed; or
- that were not caused by any breach on our part.

We only provide the Platform for domestic and private use. You agree not to use the Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or any other losses arising by your use as a business of the Platform.

You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform.

Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes, pandemic or epidemic, default or delay by our contractors or service providers, breakdown of systems or network access, or flood, fire, explosion or accident.

Uploading content to the Platform

Whenever you make use of a feature that allows you to upload content to the Platform, or to in response to clinician to patient communications (SMS, email or app notification), you must comply with these Terms.

You will be liable to us and indemnify us for any loss or damage we suffer as a result of the content you upload to the Platform or your interaction with users of the Platform.

You are solely responsible for securing and backing up your content.

You must not upload any material that is illegal or unlawful, or condones or incites or solicits any illegal or unlawful activity. Material that you upload must not:

- Bully, insult, intimidate or humiliate.
 - Promote or include sexually explicit material.
 - Promote violence.
 - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - Infringe any copyright, database right or trade mark of any other person.
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- Be likely to deceive any person.
 - Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - Be in contempt of court.
 - Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - Be likely to harass, upset, embarrass, alarm or annoy any other person.
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- Impersonate any person or misrepresent your identity or affiliation with any person.

We exclude our liability for all action we may take in response to breaches of these content requirements. We may take any action we reasonably deem appropriate, including suspension of your access to the Platform.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and Platform to access our Platform. You should use your own virus protection software.

You must not misuse our Platform 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

Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

Rules about linking to our Platform

You agree that you will not post any link to our Platform on any third-party site or in any electronic format. You acknowledge that the information and the details contained on the Platform are sensitive and not for public access.

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.

Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

Which country's laws apply to any disputes?

These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.