

Privacy Policy and Terms and Conditions for Healthcare Professionals using Video Consultations

Updated on 04/11/2020.

The Phoenix Partnership (Leeds) Ltd (“TPP”) are committed to protecting and respecting your privacy. TPP provide the healthcare organisation you are employed by with the electronic healthcare record (EHR) software, SystmOne.

TPP (We) have developed video consultation functionality to provide you with remote access to your patients for the purpose of providing direct healthcare. Video consultations mean that face to face appointments can occur electronically without the need for either party to travel to a specified location. Video consultations are supplementary to your use of SystmOne which is why we have written this document for you.

To provide you and your patients with video consultations your patients must be using the Airmid App (the “App”) and the App must have been enabled within SystmOne by the healthcare organisation you work for. As part of providing you with video consultation functionality we must process information about you. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

This document sets out how you may use the video consultation functionality and the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. By using video consultations you are accepting and consenting to this policy.

1. How you may use the App

In return for you agreeing to the below you may:

- Launch a browser through SystmOne, and enter the code displayed in SystmOne, to use video consultation functionality.
- Use any documentation to support your permitted use of the video consultation functionality and the service.
- Contact us with queries or log issues about the services.
- Receive and use any free updates of the video consultation functionality and the service incorporating “patches” and corrections of errors as we may provide to you.

2. Personal information that we process

To provide you with video consultations we must stream live images of you and transmit audio of your voice, whilst sending these images and recordings to your patients, who are using the App on their personal devices.

3. Information that we collect

We do **not** record or save any of the video consultations. This means we do not keep any copies of the images transmitted during the consultation or any voice recordings of the discussions that have taken place via video consultation.

You will be informed if we decide to save video consultations in the future and we will provide you with any applicable retention information.

In the same way we audit appointments and consultations in the SystemOne EHR we keep an audit (metadata) of who carried out the video consultation and the date and time of it. The audit will not be displayed to you, other users or the patient.

When you use video consultations, we may automatically collect the following information where this is permitted by your browser settings:

- your browser type and version
- time zone setting
- browser plug-in types and versions
- operating system and platform.

4. Uses of information we collect

We use the information that we collect for the following purposes:

- *To help us keep the functionality safe and secure.* We use the information that we have to verify accounts and activity, combat harmful conduct, detect and prevent bad experiences, maintain the integrity of our services, and promote safety and security. For example, we use data that we have to investigate suspicious activity or breaches of our terms of use.
- *To monitor usage and collect usage statistics for product research and development* including but not limited to how the video consultation services are being used. We use the information to develop, test and improve our services.

5. How we operate and transfer data

Information will be transferred or transmitted to, processed and stored where applicable in the United Kingdom in our secure servers. In addition, and in order to provide you with video consultations TPP uses a sub-processor, Twilio, to provide video relay services. Twilio process data in Ireland and/or the rest of the world, therefore by using this service it is necessary for video data to be transferred and processed, but not stored, outside of the United Kingdom. Twilio will not receive the metadata referred to above that is stored in SystemOne.

Data will be transferred in accordance with applicable data protection law, and with appropriate safeguards and encryption in place to ensure the security of your data. Any processing by Twilio will take place in accordance with Twilio's [Binding Corporate Rules](#); further information, including Twilio's [Acceptable Use Policy](#) can be viewed on Twilio's [website](#).

6. How your data is shared

Other than transmitting your data through our sub-processor Twilio's servers, we will only disclose or share your personal data under the following circumstances:

- When you have given us consent as described above;
- If we have a legal obligation to do so; or
- If it is necessary to comply with a request from a public or governmental organisation.

If our ownership or control of all or part of our services transfers to a new owner, we may transfer the information we have collected to the new owner. The new owner will be obligated to continue to treat such personal data on the terms set out in this policy.

7. Our legal basis for processing data

We collect, use and share data that we have in the ways described above as necessary:

- To fulfil our Terms of Use;
- To comply with our legal obligations;
- To be consistent with your consent to use the functionality;
- To protect your interest, or those of others;
- As necessary in the public interest;
- As necessary for our (or others') legitimate interests, including our interests in providing an innovative, personalised, safe and profitable service to our users and partners, unless those interests are overridden by your interests or fundamental rights and freedoms that require protection of personal data.

8. Data retention and deletion

Data Retention

As stated above we do not retain the video consultations, including voice recordings. However, the other data mentioned above such as audit and technical data is kept until it is no longer necessary for the provision of our services, which include provision of the EHR within SystemOne.

Data Deletion

As stated above we do not retain the video consultations, including voice recordings, therefore you won't need to request a data deletion. If you wish for audit data to be deleted, please contact your organisation to request this.

9. Information security and preventing harm

We make it a priority to provide strong security and give you confidence that your information is safe and secure. The functionality is built with strong security features that continuously protect your information. We use strict procedures and security features in accordance with best industry practice and standards. We take all steps reasonably necessary to ensure that we treat your data securely and in accordance with this privacy policy.

We restrict access to personal information to our employees, contractors, and agents who need that information in order to process it. Anyone with this access is subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

However, it is your responsibility to ensure your computer or device, and your connection to the service, is secure. It is also your responsibility to verify the identity of the patients using the video consultation functionality via the App to ensure your consultation is with the appropriate person. Use of our services is at your own risk. Although we will do our best to protect your personal data, we cannot guarantee the security of data transmitted to you via any device on which your patients may access the App.

10. Updates to the video consultation functionality and changes to the service

We may automatically update the video consultation functionality from time to time and change the

service to improve performance, enhance functionality, introduce additional functionality, reflect changes to the operating system or address security issues.

11. Changes to this policy

We may need to change this policy to reflect changes in law or best practice or to deal with additional features or changes to features that we introduce.

If you continue to use video consultations following changes to the policy, it constitutes your acceptance of the updates.

12. How our products work together

We share infrastructure, systems and technology with its other products to provide an innovative, relevant, consistent and safe experience across all products for our customers.

13. Acceptable use restrictions

You must:

- not use video consultations or any aspect of the service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the services or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of video consultations or any service;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the services;
- not use the services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any service.

14. Intellectual property rights

- Within our video consultation functionality, associated documentation and the services containing proprietary and confidential information, we own copyright and other intellectual property rights (IPR), including all right, title and interest in and to the video consultation functionality, associated documentation and the services (except 3rd Party tools and websites) and content, excluding content provided by you, that may be presented or accessed through functionality, including without limitation all Intellectual Property Rights therein and thereto.
- You are not permitted to copy, distribute or make any business use of the functionality, associated documentation and the services

For your information “Intellectual Property Rights” means all intellectual and industrial property rights of any kind whatsoever, including any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

15. Our responsibility for loss or damage suffered by you

- We are responsible for compensating you if we break any of these terms and you suffer loss or damage that is foreseeable as a consequence of us breaching the terms.
- We will not be responsible for compensating you for loss or damage that is not a foreseeable result of breaking these terms. Nor are we liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with your use of video consultations, even if we have been advised of the possibility of such damages. We are not liable for business losses.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- We respect your rights to have your personal data stored securely. However, we are not liable for loss or unauthorised access to your data where you have not followed our guidance or terms or where the data has been accessed, manipulated or damaged via your device.

16. How to contact us with questions

You can contact us via our helpdesk. Please call 0113 20 500 99.

Or by email or by post at:

TPP House
129 Low Lane
Horsforth
Leeds
LS18 5PX

Email: AppEnquiries@tpp-uk.com

If you have questions about this Policy, you can contact us as described below.

Contact the Data Protection Officer – dpo@tpp-uk.com