

SystemConnect Terms and Conditions

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Please read these licence terms carefully

By selecting the “I agree” button you agree to these terms of use which will bind you.

If you do not agree to these terms of use, you will not be permitted to use SystemConnect.

1. Introduction - who we are and what this agreement does

We, The Phoenix Partnership (Leeds) Ltd (“TPP”), provide the healthcare organisation you are registered with the product called SystemConnect. To provide you with some background, SystemConnect supports the way that your healthcare provider provides care for you. By allowing you to seek help from your healthcare provider on a mobile device or PC, SystemConnect increases efficiency and makes it easier to record accurate information on the move. The information you enter in SystemConnect flows into and becomes part of your electronic medical record maintained by your healthcare provider.

Acceptance of these Terms and Conditions, including EULA, mean we license you to use:

- A. SystemConnect, the data supplied with the software, and any updates or supplements to it
- B. The related online/electronic documentation
- C. The service you connect to via SystemConnect and the content we provide to you through it as permitted below.

The way we work is straightforward; we’re here to provide you with suitable tools to help you receive the best healthcare services, and we will always strive to provide the best possible experience. We hold ourselves to the highest legal and ethical standards.

2. Your privacy

We understand how important privacy is to you. Please take time to read the Privacy Policy as it is important you know how data is being used.

We do our best to keep SystemConnect safe and secure but we cannot guarantee it, please be aware that your use of the App is at yours and our Customer’s own risk.

3. How you may use SystemConnect

In return for you agreeing to comply with these terms you may:

- Use SystemConnect to communicate with your healthcare provider.
- Use any Documentation to support your permitted use SystemConnect.

4. Capacity to accept these terms of use

You must be 16 years or over unless your healthcare provider has agreed that you can use SystemConnect at a younger age.

By using the App you warrant that you have full capacity and authority to agree to these terms and to perform the obligations

5. Costs

SystemConnect is purchased for the benefit of you via our customer agreement with your healthcare provider. Your access and licence to use SystemConnect has been granted subject to an existing and valid customer agreement. Please also be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

6. You may not use SystemConnect to impersonate someone else

You undertake to use SystemConnect for your personal use only, or when acting for another person you make this clear to the healthcare provider.

7. Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features or changes to features which we introduce.

If you do not accept the notified changes, you will not be permitted to continue to use SystemConnect.

Your continued use of SystemConnect, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

8. Update to SystemConnect and changes to the service

We may automatically update SystemConnect 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.

9. If someone else owns the phone or device you are using

If you use SystemConnect on any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms of Use, the End User Licence Agreement (EULA) and policies or guidelines whether or not you use your own phone or other device. You should be aware that information that you enter may be recorded onto the device you are using and take steps to erase any such data.

10. We may collect technical data about your device

By using SystemConnect, you agree to us collecting the data and using technical information about the devices you use SystemConnect on and related software, hardware and peripherals to improve our products and to provide any Service to you.

11. Licence restrictions

You agree that you will:

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of SystemConnect nor attempt to do any such things,
- not copy SystemConnect to create any software that is substantially similar in its expression to SystemConnect;

12. Acceptable use restrictions

You must:

- not use SystemConnect in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into SystemConnect;
- not infringe our intellectual property rights or those of any third party in relation to your use of SystemConnect;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of SystemConnect;
- not use SystemConnect 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.

13. Intellectual property rights

Within SystemConnect and associated Documentation containing proprietary and confidential information we own copyright and other intellectual property rights (IPR), including all right, title

and interest in and to SystmConnect and associated documentation and content, excluding content provided by you, that may be presented or accessed through SystmConnect including without limitation all Intellectual Property Rights therein and thereto.

You are not permitted to copy, distribute or make any business use of SystmConnect or Documentation, or any Intellectual Property Rights therein.

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.

14. Our responsibility for loss or damage suffered by you

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, fraud or fraudulent misrepresentation or for any loss or damages suffered by data subjects for breaches of applicable data protection legislation.

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.

15. Other limitations to SystmConnect

You acknowledge that SystmConnect has not been developed to meet your individual requirements, including any particular requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of SystmConnect meet your requirements.

We only supply SystmConnect and Documentation for internal use by your healthcare organisation, and you agree not to use the aforementioned for any re-sale purposes.

Although we make reasonable efforts to update the information provided by SystmConnect and Documentation, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

We are not responsible for events outside our control and we are not liable for delays. If our provision of SystmConnect or support for SystmConnect is delayed by an event outside our control then we will take steps to minimise the effect of the delay.

Except as expressly stated in these Terms of Use, all warranties and conditions concerning SystmConnect and documentation (including any failure to supply or delay in supplying these) whether express or implied by statute, common law or otherwise (including but not limited to the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose, the use of reasonable care and skill or non-infringement of third party intellectual property rights) are hereby excluded to the fullest extent permitted by law.

16. We may end your rights to use SystmConnect and the services if you break these terms

We may end or suspend your rights to use SystmConnect and documentation at any time by contacting you if you have broken these Terms of Use. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end or suspend your rights to use SystmConnect:

- You must stop all activities authorised by these Terms of Use, including your use of SystmConnect and documentation;

17. We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms of Use to another organisation. We will inform you if this happens and we will ensure that the transfer will not affect your rights under these Terms of Use.

18. No rights for third parties

These Terms of Use do not give rise to any third party rights to enforce any term herein.

19. If a court finds part of these terms of use illegal, the rest will continue in force

Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. Furthermore, to the fullest extent permissible, we will replace any illegal, invalid or unenforceable provision of these Terms of Use with a valid provision that corresponds as much as possible to the spirit and purpose of the illegal, invalid or unenforceable provision.

20. Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing these Terms of Use, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking these Terms of Use, it will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

21. Which laws apply to these terms of use and where you may bring legal proceedings

These Terms of Use are governed by the laws of the United Kingdom and you can bring legal proceedings in respect of the products in the courts of England and Wales.