

## **Terms of Use for MyGP&Me Portal**

1. As a guest user of our secure portal this page outlines the terms of use on which you may make use of our services ("our Secure Web Portal"). Please read these terms of use carefully as by using our Secure Web Portal you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our Secure Web Portal and alert us to your concern.

### **Access**

2. Your access to our Secure Web Portal is in respect of using our facilities to access the Online GP advice service only and is not a method to access the internet through a private network (VPN).

3. If you are provided with an access code, a user identification code, a password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to anyone else. We have the right to disable any access code, user identification code or password, whether chosen by you or allocated by us at any time if in our opinion you have failed to comply with any of the provisions of these terms of use.

4. Access to our Secure Web Portal is permitted on a temporary basis and we reserve the right to withdraw or amend the Secure Web Portal without notice including suspending access for maintenance reasons (whether scheduled or due to emergency), in which case we shall use reasonable endeavours to restore the Secure Web Portal as soon as possible. From time to time we may also restrict or suspend access to our Secure Web Portal and in certain circumstances where the restriction or suspension of access to the Secure Web Portal is caused by us (or is our direct fault), you may be entitled to a full or partial refund of your payment.

5. We will not be liable if for any reason if the Internet is unavailable at any time or for any period. We are not responsible for the availability of the Internet or third party websites, nor are we responsible for any content, advertising or other material on or available via the Internet or such third party websites.

6. You accept that unsecured links to the Internet without adequate encryption are not a secure media for the transmission of data, information or material and accordingly we have no liability to you or any other person in respect of any data, information or material which is not delivered to its intended recipient or otherwise not transmitted as intended by means of the Internet.

### **Storage Limits and Speed of the Service**

7. To manage our systems and the Secure Web Portal, we may limit the amount of data associated with your access. These limits may refer to (i) the absolute size of space occupied

content transmission; (ii) the size of attachments or uploaded files; or (iii) any other metric we may specify. We reserve the right to refuse to transmit data in order to enforce limits. We may vary limits or impose additional limits from time to time which shall reflect the Fair Use Policy, and may apply to an individual, group or global restriction.

8. The transmission speeds of the Secure Web Portal offered are based on perfect network conditions and as such may vary from time to time due to circumstances beyond our control, including without limitation congestion on the network, applications in use by other users and available bandwidth. Actual transmission speeds of the Secure Web Portal cannot therefore be guaranteed.

### **Content**

9. You acknowledge that all Content is the sole responsibility of the person from which such content originated. This means that you, and not us, are entirely responsible for all Content that you upload via the Secure Web Portal. Under no circumstances will we be liable in any way for any Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of the Secure Web Portal or any Content uploaded, downloaded or otherwise transmitted via the Secure Web Portal.

10. Access to the Secure Web Portal may not be suitable for children or vulnerable adults and any Internet access by children or vulnerable adults must be supervised by an adult, carer or legal guardian.

### **Links**

11. Using the Secure Web Portal may provide, or third parties may provide, links to other Internet sites or resources. As we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, products, information or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, information, goods or services available on or through any such site or resource.

### **Viruses, hacking and other offences**

12. You must not misuse our Secure Web Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access through our Secure Web Portal, the server through which our Secure Web Portal is provided or any server, computer or database connected to our Secure Web Portal.

13. Recognising the global nature of the Internet, you agree to comply with all national and local laws and rules regarding online conduct, privacy and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom, any member state of the European Union, the United States, the country in which you use the Secure Web Portal and the country in which you reside (if different from the aforementioned). By breaching this provision, you may commit a criminal offence. 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 Secure Web Portal will cease immediately.

14. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Secure Web Portal or to your downloading of any material through it.

#### Our liability

15. Our Secure Web Portal is provided without any guarantees, conditions or warranties. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

a. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

b. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the use of our Secure Web Portal or in connection with the use, inability to use, or results of the use of our Secure Web Portal, any HSIA and Wi-Fi Services linked to it and any materials posted on it, including, without limitation any liability for:

i. loss of income or revenue;

ii. loss of business;

iii. loss of profits or contracts;

iv. loss of anticipated savings;

v. loss of data;

vi. loss of goodwill;

vii. wasted management or office time; and

viii. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

16. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

#### Privacy Policy

17. We are committed to your privacy and to compliance with all applicable data protection laws and regulations to ensure that data collected about you is processed properly.

18. When you pay to access the Secure Web Portal the details provided will be stored and may consist of such information as name, address, telephone number, email address and payment details. Your details may need to be passed to other service providers as this information may be used for such purposes as:

- Billing administration.
- Provisioning of the Secure Web Portal.
- Technical, service and operational administration.
- As otherwise required or permitted by law.

19. We reserve the right to disclose your personal information to relevant authorities if we believe that you are involved in illegal activities. If required to do so by law, we may co-operate with properly authorised law enforcement agencies in identifying the room from or in which any illegal act is alleged to have been committed.

20. If you want to know what personal information is held about you then you can request details by contacting our staff.

#### Jurisdiction and applicable law

21. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

22. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

#### Variations

23. We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.

Thank you for using our Secure Web Portal.