

NHS Confederation Primary Care App/ Community Website Terms of Use

Updated version: 14 November 2023

The Community Website Terms of Use ("Terms of Use") are defining the conditions under which you may access and use the Community Website and all the functionalities provided (hereinafter designated together the "Service").

By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. The User undertakes to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to the Privacy Policy.

Please review these Terms of Service carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

1. Legal notice

The Service is provided by NHS Confederation:

NHS Confederation, Registered office: Floor 2, 18 Smith Square, London, SW1P 3HZ

Company number 04358614 Charity number 1090329

E-mail: primarycare@nhsconfed.org

Hosting:

Google Cloud Platform

Company located at Gordon House, 4 Barrow St, Dublin, Ireland

Registered in the Dublin Trade and Companies Register under the number: 752925594

Phone number: +353 1 436 1000

2. Definitions

Community Website: the online platform named NHS Confederation Primary Care APP, edited by Hivebrite and provided by NHS Confederation, allowing User to benefit from the Service.

Data Protection Law: means

means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (“DPA 2018”); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a Party.

User Account: means a dedicated online account opened by any visitor and providing an access to the Service.

Identifiers: means login and password or social login the User used to create the User Account.

Party or Parties: means the User and NHS Confederation designated either individually or collectively.

Service: means the Community Website and all the functionalities provided thereto and described in the Terms and Conditions.

Service Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available during the Service.

User or Users: means any person authorized by <customer name> to access and use of the Service after creation of a User Account.

User Content: any content created, posted, or shared by the User, on or through the Service including any information, data, photos and other content relating to the User.

3. Term

The Terms of Service will come into effect on first access to the Service for the entire duration of use.

4. Description of the Service

The Service enables Users to connect with each other, build communities, or also do networking.

The Service comprises a suite of online services provided by NHS Confederation, allowing the User to:

- Connect with primary care network member organisations, groups, businesses the User is interested in:
 - **Live feed:** allows Users to have access to a newsfeed aggregating contents posted via the application. They can comment on the posts.
 - **Recommend:** allows Users to suggest someone to be invited by the admin.

- o **Geolocation:** allows Users to be located via their device in order to know who is near them.
- o **Mentoring:** allows Users to declare themselves mentors in specific domains so they can be contacted by users wishing to be mentored.
- Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.
 - o **Directory:** provides the contact details of other Users.
 - o **Private messages:** allow Users to discuss by private messages.
 - o **Projects:** allows Users to create a project.
 - o **Groups:** Users can be part of groups with all the features of the application.
 - o **Event organization:** allows Users to create events, as well as attend events promoted by NHS Confederation
- Ensure the safety and integrity of the Community Website with a **reporting tool** allowing the Users to signal contents and other Users.
- Participate in **fundraising events** organized by NHS Confederation, primary care network
- Share job offers or apply to job offers published in the Community Website;
- Stay up to date with news about NHS Confederation and activities in the Community Website:
 - o **Email campaign:** the User can receive emails campaigns from NHS Confederation
 - o **Notification:** Users that have agreed can receive notifications sent by NHS Confederation.
 - o **Media center:** Users can upload files that are stored in the Community Website.

These Terms of Service govern the use of each component of the Service.

5. Access to the Service

Access to the Service shall be subject to the creation of a User Account.

The Service is available on the mobile app 'NHS Confederation' which can be downloaded through the Apple App Store and Google Play Store.

5.1. Requirements for the access to the Service

The User must ensure to has (the "User's System"):

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone...) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User's choice;
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Service.

5.2. Creation of the User Account

This shall require the entering of personal identification data through the online registration form received via invite from NHS Confederation.

The User shall enter user identification data such as name, surname, email and set up a password, along with being invited to choose its Identifiers.

The User agrees to provide only accurate and complete information when creating or updating his/her Account information.

5.3. Access modalities

In order to benefit from the Services, the User must log-in and insert the Identifiers the User used to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever.

The User's login can only be changed at the request of the User or at the initiative of NHS COnfederation. The User's password is modifiable by the User through the User's Account. The User is solely and entirely responsible for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets her/his password, the User can generate a new one by clicking on the link "Reset my password" on the sign in page.

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties or for any actions or declarations made through his User Account, whether fraudulent or not, and guarantees NHS Confederation against any request in this respect.

If the User has reason to believe that a person is fraudulently using identification elements or his User Account, she or he must immediately inform NHS Confederation by e-mail at the following address – primarycare@nhsconfed.org.

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, the User shall immediately notify NHS Confederation.

Users may not use another’s account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

6. Cost of the Service

The App Service is available for free of charge offered to members of NHS Confederation primary care network and wider members who are invited to participate (excluding any connection costs, whose price depends on your electronic communication service provider).

7. Intellectual property

7.1. Company’s ownership

The Service and the Service Content belong and shall remain the property of NHS Confederation or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof) save as otherwise expressly set out in this Article 7.2 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of these various Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within the limit of the Terms of Service or with prior express authorization of NHS Confederation. Any use

of these Service Content not expressly authorized by NHS Confederation shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, User may not use or register any name, logo, brand or insignia of NHS Confederation or any of its schools or subdivisions for any purpose except with NHS Confederation prior written approval and in accordance with any restrictions required by NHS Confederation. These are the property of NHS Confederation or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to such.

NHS Confederation is the producer of databases on the Community Website and <customer name> is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

7.2. User's right of use

NHS Confederation grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Service for User's personal, non-commercial purposes. The User may only use the Community Website on devices that User owns or controls and as permitted by the App Store terms of service. User may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of NHS Confederation.

In connection with the use of the Services and Service Content or User's Content, the User is not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

8. User's undertakings

The User represents and warrants that she or he retains ownership of all of his intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a third party holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms and Conditions. NHS Confederation does not claim ownership of the User Content.

The User holds NHS Confederation harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

By using the Service, the User represents and warrants that she or he has the legal right and capacity to enter into these Terms of Use in the User's jurisdiction.

User warrants to be at least 18 years of age or older or an emancipated minor, or possess legal parental or guardian consent, and is fully competent, to use the Service and to enter into and comply with these Terms of Use. If the User is under the age of [XX years], the User must obtain verifiable consent from a parent or legal guardian. The parent or legal guardian shall be able to provide consent to her or his child's use of the Service and agree to be bound by these Terms of Use in respect to her or his child's use of the Service.

Persons aged 18 years old or less are not authorized to access the Service.

9. 2. User's rules of conduct

User may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker ("Objectionable Content") via the Service.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by NHS Confederation (or any individual officer or employee of NHS Confederation); (3) use that can be confused with official communications of <customer name> or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

10. Reporting and moderation

In order to ensure the Community Website provides the best experience possible for everyone, if a User sees any inappropriate content, she or he must use the "Report as offensive" feature found under each post.

NHS Confederation has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. NHS Confederation has set up a reporting tool allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective when the hosting provider is notified of following:

- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screen shots of the content);
- As well as the reasons for which the content must be removed.

If a User Content is reported, < NHS Confederation reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions set forth in Article 11.2.

11. Termination, suspension, or revocation of access

11.1. Deletion of the User Account by the User

At any time, the User may delete its User Account by contacting NHS Confederation at the address or email address mentioned in Article 15.

Deletion is effective immediately and all the data collected upon the subscription as well as the content published by the User on the Community Website is deleted immediately on user removal from the app.

11.2. Suspension or termination of the User Account by NHS Confederation in case of breach of the Terms of Use

NHS Confederation retains the right to suspend User's access to the Service to make all investigations necessary following a report made pursuant to Article 10 or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended will be informed by NHS Confederation of such a decision by email. The User has the possibility to send an email to NHS Confederation to obtain additional information on the reasons for the suspension as well as to provide explanations and/or any element in order to demonstrate that the breach has been remediated. If the violation of Terms of Use is not remedied within 14 days from suspension notification, NHS Confederation reserves the right to terminate the applicable User's Account and right to use the Service, in addition to any other rights or remedies available.

11.3. Deletion of inactive User Account

NHS Confederation will delete inactive accounts after a continuous period of 2 years where the User has not used the Community Website. The User will be informed by email of the deletion of his or her account subject to prior notice of two weeks allowing the User to object to such deletion.

12. Privacy; Confidentiality

By using the Service, User's personal data, in the meaning of Data Protection Law, may be collected and processed by NHS Confederation, in compliance with the NHS Confederation Privacy Policy and the Cookie Policy, (collectively, "Privacy Policies").

NHS Confederation will treat User Content as confidential information in accordance in accordance with these Terms of Use and the Privacy Policies.

13. Limitation of Warranty and Liability; Indemnification.

NHS Confederation is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

NHS Confederation shall not be responsible for User's System nor any problems arising from or related to User's System or caused by the Internet. User is responsible for the security of the User System and the security of its access to and connection with the Services.

Insofar as it has not been reported in the conditions of Article 10, any document, information, data, or elements available via the Service, including User Content ("Information") is provided without any guarantees, notably that the Information is comprehensive or accurate.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine its interest for a specific purpose before use. Under no circumstances NHS Confederation accepts liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted, and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any content, its information will become accessible to all the Users on the Community Website and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and NHS Confederation. NHS Confederation will have no responsibility or liability in connection with the User Content.

NHS Confederation expressly excludes any liability for events of any kind that may occur during any meeting organized between Users within the use of the Services.

14. Hypertext links

The Community Website may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers. NHS Confederation does not endorse or accept responsibility for the content or the use of third-party websites and cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

15. Contact

For any questions regarding the Terms of Use, especially use of the Service or any claim, please [mail us at primarycare@nhsconfed.org

The User can use these contact details for any technical support request.

16. Miscellaneous

Governing Law and jurisdiction. These Terms of Use, will be governed by the laws in England without regard to its conflicts of laws principles.

The User is informed, as consumer, of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method. In particular, the User may refer the matter to the Consumer Ombudsman.

The User can submit a dispute to the Online Dispute Resolution platform proposed by the European Commission, which may be accessed at the following address: <http://ec.europa.eu/consumers/odr/>.

Change of Terms of Use. These Terms of Use are subject to change from time to time. Any changes will be posted to this page. Use of this Service or any Service Content after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If the User disagrees with such modification of the Terms of Use, the User may terminate the Service and delete its User Account under the conditions set forth in Article 11.

Change of the Service. NHS Confederation may further develop or modify the Service or the Service Content only to improve its quality. The User will be informed of such development/modification as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and NHS Confederation with respect to the subject matter hereof.

Convention of proof. Electronic documents exchanged by electronic means between the User and the NHS Confederation shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

Force majeure. In no case NHS Confederation may be held liable for any breach of its contractual obligations resulting from a force majeure event as defined in applicable law and related jurisprudence.