

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

## **What is Induction Zesty?**

Induction Zesty (previously known as Zesty Enterprise) is a platform that allows patients to manage their healthcare appointments. Organisations such as hospital trusts use it to send you details of your appointments and to store a copy of your clinical records and other health information. Depending on the organisation, Induction Zesty may also be referred to as “Patient Portal” or “MyCare”.

In this document, Induction Zesty is called “the Platform”.

## **Who operates Induction Zesty?**

Induction Zesty is operated by Zesty Limited.

We are a limited company registered in England and Wales, that is part of the Induction Healthcare group. Our company number is 08294659 and our registered office is at C/O Office Space In Town, 20 St. Dunstan's Hill, London, England, EC3R 8HL.

In this document, “we”, “us” or “our” always means Zesty Limited.

## **What types of organization use Induction Zesty?**

Induction Zesty is used by a range of organisations, including:

- clinics
- hospitals
- mental health services.

In this document, these organisations are called “Providers”.

## **Who can I contact if I have a question about Induction Zesty?**

If you want to contact us, you can:

- email [hello@inductionhealthcare.com](mailto:hello@inductionhealthcare.com);
- call our UK customer service line on 0333 939 8091.

## BY USING THE PLATFORM YOU ACCEPT THESE TERMS.

These Terms have been set by Zesty Limited. You will be bound by them if you:

- access or use Induction Zesty
- otherwise indicate your consent.

**If you do not agree to these Terms, you must not use Induction Zesty.**

We recommend that you save or print a copy of these Terms for future reference.

Our provision of the platform to You is also delivered in accordance with the NHS Digital End User Organisation Acceptable Use Policy, the most up to date version of which can be found at [End user organisation acceptable use policy - NHS Digital](#).

## Your use of the Platform

You can only use Induction Zesty if you have been given permission and invited to do so by a Provider.

We permit you to use Induction Zesty only for personal, non-commercial purposes and primarily for managing your appointments and other patient details. Use of Induction Zesty in any other way is not permitted. This includes any use with breaches the restrictions listed below.

## Restrictions on use

As a condition of your use of the Induction Zesty, you agree:

- not to use Induction Zesty for any purpose that is unlawful under any applicable law or prohibited by these Terms
- not to use Induction Zesty to commit any act of fraud
- not to use Induction Zesty to distribute viruses or malware or other similar harmful software code (as further outlined below)
- not to use Induction Zesty for purposes of promoting unsolicited advertising or sending spam
- not to use Induction Zesty to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ("phishing")
- not to use Induction Zesty in any manner that disrupts the operation of the Platform or business, or the website or business of any other entity
- not to use Induction Zesty in any manner that harms minors
- not to promote any unlawful activity

- not to use Induction Zesty to gain unauthorised access to or use of computers, data, systems, accounts or networks
- not to attempt to circumvent password or user authentication methods
- to comply with the provisions relating to our intellectual property rights and software contained in our Platform below.

## How we handle your personal information

Your Provider will invite you to register to use Induction Zesty. You may need to provide some personal details in order to use Induction Zesty. These might include:

- your first name
- your last name
- your phone number
- your date of birth
- your email address
- unique patient identifiers, such as your NHS number or hospital/MRN number.

The Provider's privacy statement explains how the Provider will handle these personal details. We do not use or disclose any of the personal information you have provided for our own purposes.

We, or our hosting services, might collect information about how you use Induction Zesty. Any information collected in this way will only be used for the purposes of further developing and improving the Induction Zesty service. The information that we collect will not include any of your personal data, but it may include items such as your Provider or hospital name and which pages or links you click on when using the Platform.

Induction Zesty will send you an SMS message with an invitation to register if instructed to do so by your care provider. You can opt out of receiving further communications regarding the platform by sending an SMS in accordance with the instructions in the invitation message. Please note that your mobile network provider may charge a premium rate charge for this SMS.

You may also choose to unregister from Induction Zesty at any time. If you request to unregister, you will no longer be able to log into the portal and will also no longer receive SMS communications.

## Changes to these Terms

We amend these Terms from time to time, but if we do so we will notify you by providing the updated Terms when you next start the Platform. Every time you wish to use Induction Zesty, please check these Terms to ensure you understand the

terms that apply at that time. By continuing to use and access Induction Zesty following such changes, you agree to be bound by the latest version of the Terms.

## Changes to Induction Zesty

We may update and change our Induction Zesty from time to time to reflect changes to the services.

## We may suspend or withdraw our Platform

We do not guarantee that Induction Zesty, or any content on it, will always be available or uninterrupted. We may suspend, 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
- if you do not comply with any policies to which our Terms refer
- if you do not comply with 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
- are aware of any other applicable terms and conditions
- comply with all of the relevant terms and conditions.

## Our Platform is designed for users from the United Kingdom

Our Platform is intended for use by people residing in the UK. We do not expect content available on or through our Platform to be available in other locations. If you access the Platform from locations outside the UK, you are responsible for compliance with any local laws that may be applicable.

## 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 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 code or password, you must notify us as soon as possible at [dpo@inductionhealthcare.com](mailto:dpo@inductionhealthcare.com)

## 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. Those works are protected by copyright laws and all such rights are reserved.

Except for your medical records, the 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, circumvent or delete any notices contained on the Platform. This includes any notices on:

- intellectual property
- digital rights
- other security technology embedded or contained within the Platform.

## Uploading or making your medical records accessible to our Platform

Any medical records you or your Provider upload or make accessible to the Platform will be considered confidential and proprietary to you. However, we may share any such information with your Provider if they choose to access your records.

You retain all of your ownership rights in your medical records, but you grant us a limited licence to use, store and copy that content for the purpose of providing the Platform and to distribute and make it available to your Provider.

## 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 any significant actions on your health that you have not agreed with your clinician (doctor, nurse etc). If in any doubt, talk with the responsible clinician for the 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 content of those sites or resources, and your use of a third-party site may be governed by the terms and conditions of that third-party site.

## **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.

## **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
- death or personal injury caused by the negligence of our employees, agents or subcontractors
- fraud
- fraudulent misrepresentation.

You may use the Platform for your own 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.

We are not legally responsible for any losses that were not foreseeable to you and us when you accessed the Platform, or that were not caused by any breach on our part.

You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of 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 must not misuse our Platform by knowingly introducing:

- viruses
- Trojans
- worms
- logic bombs
- any 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
- 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.

## **System requirements**

You are responsible for configuring your device and internet connection to access our Platform. You should use your own virus protection software.

In order to use the Platform, your device, internet access and any associated equipment must meet certain standards. These are known as “system requirements”.

As long as the system requirements are met, you can access the Platform using a:

- smartphone
- tablet
- laptop computer
- desktop computer.

## **Events beyond our control**

We are not liable for any breach of these Terms caused by any event or circumstance beyond our reasonable control. This includes, but is not limited to:

- strikes, lock-outs or other industrial disputes
- breakdowns of systems or network access
- flood, fire, explosion or accident.

## **Rights of third parties**

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

## **Which country's laws apply to any disputes?**

These Terms, their subject matter and their formation, are governed by English law. By consenting to the Terms, you agree that the courts of England and Wales will have exclusive jurisdiction.

**Date:** October 2022