

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

## **What is Induction Guidance?**

Induction Guidance (previously known as MicroGuide) is a clinical content management platform that empowers healthcare organisation to curate, review and distribute trustworthy specialist information in an accessible format.

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

## **Who operates Induction Guidance?**

The Platform is operated by Horizon Strategic Partners Limited, which is part of the Induction Healthcare group.

We are a limited company, registered in England and Wales. Our company number is 06285278 and our registered office is at 20 St. Dunstan's Hill, London EC3R 8HL, United Kingdom.

In this document, “we”, “us” or “our” always means Horizon Strategic Partners Limited.

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

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 Horizon Strategic Partners Limited. You will be bound by them if you:

- access or use the Platform
- otherwise indicate your consent.

**If you do not agree to these Terms, you must not use the Platform.**

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

## Your use of the Platform

Your employer (usually an NHS Trust) must authorise you to use the Platform. If we have any reason to believe that you do not have authority to use the Platform, then we may suspend or terminate your use of the Platform.

We permit you to use the Platform only for legal, authorised and acceptable purposes. Use of the Platform in any other way is not permitted. This includes any use which breaches the restrictions listed below.

Your use of the Platform is at your sole risk.

## Restrictions on use

As a condition of your use of the Platform, you agree:

- not to use the Platform for any purpose that is unlawful under any applicable law or prohibited by these Terms, or act fraudulently or maliciously
- not to use the Platform to commit any act of fraud or to publish falsehoods, misrepresentations or misleading statements
- not to use the Platform to distribute viruses or malware or other similar harmful software code (as further defined below)
- not to use the Platform for the purposes of promoting unsolicited advertising or sending spam
- not to use the Platform to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (“phishing”) or to impersonate someone
- not to use the Platform in any manner that disrupts the operation of the Platform or business, or the website or business of any other entity
- not to use the Platform in any manner that harms minors

- not to promote any unlawful activity
- not to use the Platform 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 the Platform below
- not to violate, misappropriate or infringe our rights or the rights of our users, including privacy, publicity, intellectual property or other proprietary rights
- not to use obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive language
- not collect or harvest any information or data from the Platform or the content or our systems or attempt to decipher any transmissions to or from the servers running the Platform
- not attempt to modify, translate, adapt, edit, decompile, disassemble, reverse engineer or create derivative works based on the whole or any part of the Platform or any software programs used by us in connection with the Platform.

You may not copy or reproduce the Platform, nor assist others to achieve such copying or reproduction. You may not modify, merge, vary, alter, copy, reproduce, distribute, transmit, display, perform, publish, license, create derivative works from, transfer or sell or re0sel any content on the Platform.

## **How we handle your personal information**

To use the Platform, you will provide us with the following information:

- your profession
- your practice
- your grade
- your organisation (employer)

If you wish to create a profile on the Platform, you will need to provide your name.

Our privacy statement explains how we will handle these personal details. You can view our privacy statement here: <https://inductionhealthcare.com/wp-content/uploads/2022/08/InductionGuidancePrivacyNotice.pdf>

We or our hosting services might collect information about

- your device
- your use of the Platform
- similar technical data.

Any information collected in this way will only be used for the purposes of further developing and improving the Platform. The information that we collect will not include any of your personal data other than your IP address.

### **Content Editors**

If you are assigned as a Content Editor by your employer, your employer will share your personal data with us so we can provide you with login details.

Your employer's privacy statement will explain how your employer will handle these personal details.

You are responsible for safeguarding the password that you use to access the Platform and for any activities or actions under your password. You must keep confidential any username and password issued to you. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

## **Platform Content**

The content set out in the Platform is not created or edited by us.

You must exercise your independent clinical judgement at all times when using the Platform and ensure that you follow your own clinical process as advised by your employer, general medical guidance and in accordance with the laws and regulations applicable to the jurisdiction in which you are located and providing care.

The Platform is intended as a support tool for health professionals and is provided for reference only. It is not intended to be a replacement for professional medical advice. It does not take into account the individual circumstances of a patient and may not contain all information you require. The Platform should not be used as the sole basis for prescribing any drugs or for the care of any patient.

### **Content Editors**

If you are a Content Editor, you are permitted to add, amend and remove content to the Platform on behalf of your employer.

We do not supervise or moderate any content whatsoever, and we have no liability or responsibility for content.

You must advise your employer if you are concerned about content on any grounds whatsoever.

## **Changes to these Terms**

We may 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 the Platform, please check these Terms to ensure you understand the terms that apply at that time. By continuing to use and access the Platform following such changes, you agree to be bound by the latest version of the Terms.

## **Changes to the Platform**

We may update and change the Platform from time to time to reflect changes to the services. You should ensure you are using the most up to date version of the Platform available. If you choose not to update the Platform, or if you opt out of automatic updates, you may not be able to continue using the Platform, or you may not be able to view any new or amended content. We shall not be liable for any claims or losses arising out of or from the use of an out of date version of the Platform.

## **We may suspend or withdraw the Platform**

We do not guarantee that the Platform, 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 the Platform:

- for business and operational reasons
- 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 the 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.

## **The Platform is designed for users from the United Kingdom**

The Platform is intended for use by people residing in the UK. We do not expect content available on or through the 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.

## **How you may use material on the Platform**

We are the owner or the licensee of all intellectual property rights in the Platform, including its interface, design and functionality. Those works are protected by copyright laws and all such rights are reserved.

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.

## **Rules about linking to the Platform**

You agree that you will not post any link to the Platform on any third-party site or in any electronic format. You acknowledge that the information and 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.

The Platform may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third-party web sites or services. We are not responsible for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods, or services available on or through any such third-party web sites or services.

## 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.

You agree not to use the Platform for any commercial or financial gain, and we have no liability to you for any indirect, incidental, special, consequential or punitive damages, including (without limitation) loss of profit, data, use, goodwill, loss of business, business interruption or loss of business opportunity.

The Platform is provided on an “as is” and “as available” basis. The Platform is provided without warranties of any kind, whether express or implied, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The content available on the Platform is created and published by third parties (“**Content Contributors**”). We do not prepare, contribute to, amend or validate in any way any content, but simply provide a platform for easy access to content. As a result, we are not liable for any reliance on the content, and we make no representations or guarantees as to the adequacy or completeness of any content available on the Platform.

## We are not responsible for viruses and you must not introduce them

We do not guarantee that the Platform will be free from bugs or viruses.

You must not misuse the 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:

- the Platform
- the server on which the Platform is stored
- any server, computer or database connected to the Platform.

You must not attack the 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 the Platform will cease immediately.

## **System requirements**

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

## **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.