

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

## **What is Attend Anywhere?**

Attend Anywhere is a video-conferencing service. Organisations such as health and social care providers use it to hold appointments and consultations online.

The Attend Anywhere video-conferencing service is sometimes referred to as “Near Me”. Individual organisations that use Attend Anywhere might also have specific names for it.

In this document, the Attend Anywhere video-conferencing service is called “the Platform”.

## **Who operates Attend Anywhere?**

The Attend Anywhere video-conferencing service is operated by Attend Anywhere Pty Limited.

We are a limited company, registered in Australia, that is part of the Induction Healthcare group. Our company number is 081 211 707 and our registered office is at Level 44, 600 Bourke Street, Melbourne, VIC 3000, Australia.

In this document, “we”, “us” or “our” always means Attend Anywhere Pty Limited.

## **What types of organisation use Attend Anywhere?**

The Attend Anywhere video-conferencing service is used by a range of organisations, including:

- healthcare providers
- social care providers
- public bodies, such as local authorities and government agencies.

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

## Who can I contact if I have a question about Attend Anywhere?

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 Attend Anywhere Pty 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

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

We permit you to use the Platform only for personal, non-commercial purposes and primarily for attending your appointments online. Use of the Platform in any other way is not permitted. This includes any use which breaches the restrictions listed below.

## 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
- not to use the Platform to commit any act of fraud
- 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”)
- not to use the Platform in any manner that disrupts the operation of our 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 our Platform below.

## How we handle your personal information

You do not need to create an account to use the Platform.

Depending on the Provider, you might be told that:

- you can use the Platform anonymously
- you need to provide some personal details in order to use the Platform.

If a Provider asks for you for personal details, these might include:

- your first name
- your last name
- your phone number
- your date of birth
- your email address.

The Provider’s privacy statement explains how the Provider will handle these personal details.

We do not use, disclose or store any of the personal information you have provided to access the Platform. Any personal information you enter is deleted from our system within one hour of the end of your Attend Anywhere session. This information is only used to identify you in the Waiting Area or Video Room or by the Provider during their services.

We or our hosting services might collect information on:

- the time of your call
- the length of your call
- similar technical data.

Any information collected in this way will only be used for the purposes of further developing and improving the Attend Anywhere service. The

information that we collect will not include any of your personal data other than your IP address.

We do not collect any information about the subject of your Attend Anywhere appointment.

## **Changes to these Terms**

We may amend these Terms from time to time. Every time you wish to use our 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 our Platform**

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

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

We do not guarantee that our 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 our 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 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 and Republic of Ireland**

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

## 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.

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 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 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 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 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.

- Depending on the type of device you use, you might also need additional equipment. This could include:
- a monitor
- a webcam
- a microphone
- headphones or earphones
- speakers.

If you are using additional equipment, you are responsible for ensuring that it's compatible with your device and is operational.

You can find out more about the system requirements here: [Attend Anywhere System Requirements](#)

## 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.