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## **NHS Wales – Terms of Use (Account Holder)**

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# NHS Wales - Terms of Use (Account holder)

## 1. General

- a. These Terms of Use apply to your use of and access to Attend Anywhere, as established by NHS Wales.
- b. In these Terms of Use:
  - **Account Holder** means a person who uses the Services by permission of an Organisation that has signed up for a distinct user account through Attend Anywhere.
  - **Administrator** means a portal, service, group or Organisation administrator that has been authorised by the Organisation with some level of responsibility or control in terms of other users of the Attend Anywhere.
  - **Approved Purpose** means to increase the number of people accessing healthcare services via video consultation.
  - **Attend Anywhere** means the suite of services and web-based management software designed to help health or care providers offer video call access to their services as part of their day-to-day operations.
  - **Attend Anywhere Management Platform** means the platform provided by NHSW *[Temporary use until correct term can be given]* which allows You and Your Users to manage and attend video consultations.
  - **Attend Anywhere Material** means any resource material and administrator information that may be provided by Your Organisation to You which has been supplied by NHSW.
  - **Consumers** means patients, guests, carers, and other health professionals You invite to use Attend Anywhere.
  - **Consumer Video Room** means a video room created for each Consumer as they enter a Waiting Area.
  - **NHSW, we or us** refers to NHS Wales.
  - **Services** means Attend Anywhere, which includes the Attend Anywhere Management Platform and the Attend Anywhere Material.
  - **Start Attend Anywhere Button** means the button You embed on Your Website that enables Consumers to enter a Waiting Area.
  - **Organisation** means the entity that has authorised You to access the Services as an Account Holder.

- **Waiting Area** means the entity that allows Consumers to participate in video consultations with health care services. Consumers enter a Waiting Area via a button on Your Website, and wait in their own private video room until a health care provider is ready to join them.
- **You** and **Your** refers to a person who is an account holder and uses the Services, or an Administrator.
- **Your Users** means Consumers, other account holders, Your service providers, and anyone You authorise as an Administrator or otherwise, to use Attend Anywhere.
- **Your Website** means the website or other interface that You develop, own, operate or use, to facilitate Consumers access to Attend Anywhere

## 2. Access to the Services

- Attend Anywhere is accessible by authorised Organisations and their staff for the Approved Purpose.
- Attend Anywhere is intended to support in-bound video calls from health care consumers. The maximum number of sites in a single call is 4 to 6 depending on internet connectivity, and the power of the computer at each site. This number is less for smart phones.
- Use of Attend Anywhere requires the use of a combination of hardware and browsers supported by NSW (Supported Environments). Details of the Supported Environments are set out in the Attend Anywhere Technical Guide accessible at:  
<https://nhs.attendanywhere.com/techguide>
- NSW is not responsible:
  - if Your Users are unable to access the Services for the Approved Purpose for any reason e.g. failure of internet, hardware, local networks, and human error; or
  - for addressing any actions required or changes resulting from changes to any browser or operating system (including those listed as Supported Environments in the Attend Anywhere Technical Guide), which may affect use of the Services.
- Use of the Services requires the use of audio-visual peripherals (monitors, web cameras microphones/speakers or headsets) that are compatible with your device and operational. Inadequate peripherals can have a major impact on the ability to successfully access and use the Services.
- You can find further information and frequently asked questions about Attend Anywhere at <https://www.attendanywhere.com>

### 3. Your Acceptance of these Terms of Use

- a. These Terms of Use are legally binding on You and Us. By using any part of the Services, You are deemed to accept these Terms of Use which govern our relationship with you in relation to the Services.
- b. We may modify or amend these Terms of Use from time to time by including a modified or amended version in the "Terms of Use" link via Attend Anywhere when you access Attend Anywhere. NSW will use its best endeavours to notify you of any changes to the Terms of Use via Attend Anywhere or by email to your Organisation's Administrator. You will be deemed to have agreed to any such modification or amendment by Your use of the Services following the date the modified or amended Terms of Use are posted in the "Terms of Use" link.

### 4. Administrator responsibilities

- a. You may be assigned the role of Administrator by Your Organisation. Your Organisation is responsible for any of your actions as Administrator.
- b. As Administrator, You are responsible for the establishment and management of all of Your Users for the Organisation that You represent, including facilitating, providing, restricting or removing access for Your Users.
- c. As Administrator, You must:
  - i. ensure that all of Your Users within the Organisation are aware of, and comply with, these Terms of Use and any additional terms that may be specified by Your Organisation;
  - ii. only give account holders access to join Consumer Video Rooms that have been authorised to provide health services on behalf of your Organisation; and
  - iii. remove account holders access when they are no longer providing health services on behalf of Your Organisation.
  - iv. only create accounts on the specific authorisation of your Organisation.
  - v. work in accordance with your Organisation's information governance and acceptable use policies and procedures.

### 5. Use of the Services

- a. Subject to these Terms of Use, you are permitted to access and use Attend Anywhere and display Attend Anywhere Material (as appropriate) for the Approved Purpose. Your use and display of Attend Anywhere and Attend Anywhere Material must be consistent with these Terms of Use (as may be amended from time to time).

- b. You may only access Consumer Video Rooms in the online Waiting Areas if You have been provided permission and authorisation by an Administrator.

## 6. Copyright, trademarks and Licence rights

- a. Attend Anywhere and all Attend Anywhere Material and content available through the Services, including (without limitation) text, graphics, branding, trademarks, information, architecture and coding (including any copyright subsisting in them) is owned by Us or licensed to Us.
- b. You may access the Services where available, but may not modify, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Services in whole or in part without the prior written permission of the owner of the material.
- c. The Services may contain trademarks owned by us and third parties. You may not display or use in any manner any trademarks featured in Attend Anywhere or Attend Anywhere Material without the prior written permission of the trade mark owner.
- d. Subject to Your compliance with these Terms of Use, We grant to You a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use Attend Anywhere and the Attend Anywhere Material so as to enable Your own or Your Users' use of Attend Anywhere as permitted by these Terms of Use.
- e. Nothing in these Terms of Use shall be deemed to grant You any right, title or interest in Attend Anywhere and Attend Anywhere Material.
- f. You must not:
  - i. install, implement, copy, change, display, amend or use the Services other than as authorised under these Terms of Use, or enable or permit access to the Services to other people to access and use on their or other third party sites, unless this has been authorised by us either directly or via the Organisation;
  - ii. modify or create any derivative work from or commercialise in any way (including, for example, sell, rent, trade or lease) any part of the Services;
  - iii. rearrange or reorganise Attend Anywhere or Attend Anywhere Material for Your Website, which has not been approved for this purpose;
  - iv. modify, adapt, redistribute, disassemble, decompile, reverse engineer or attempt to discover any source code or other data in Attend Anywhere to which we do not provide access, unless otherwise authorised by Section 50B of the Copyright, Designs and Patents Act 1988;

- v. distribute, publish, or allow access or linking to Attend Anywhere from an unauthorised location or source, except where you have provided a guest link or "one only" login to a third party joining a Attend Anywhere;
- vi. use, copy, distribute or modify Attend Anywhere in any service bureau or time-sharing business;
- vii. combine any part of Attend Anywhere with other software, or distribute any software or device incorporating any part of Attend Anywhere;
- viii. represent, communicate or convey the impression that we approve, endorse, recommend or are connected in any way, with You (including your related bodies corporate, personnel or Your Users), Your Website, or any of Your goods or services other than as we have approved in writing; or
- ix. include on Your Website or via Your use of the Services Attend Anywhere any material that we consider to be discriminatory, unlawful, abusive, malicious, offensive, defamatory, pornographic, obscene, threatening, harassing or otherwise inappropriate, as determined at our sole discretion.

## 7. Termination

- a. We reserve the right, at any time, to terminate these Terms of Use, and the Services.
- b. You acknowledge and agree that we may at our sole discretion terminate the licence granted under section 5(a) and disconnect you from or restrict Your use of the Services if we consider that:
  - i. the Services are being used by You for a purpose other than as permitted under these Terms of Use; or
  - ii. the Attend Anywhere Management Platform is being used on any website not owned or operated by You or authorised for use in conjunction with Attend Anywhere, even if you did not cause or authorise the use.

Such remedy will be in addition to any other remedy available at law to us.

- c. If your licence to use the Services is terminated by us, you must immediately:
  - i. remove the Attend Anywhere and Start Attend Anywhere Button code from Your Website, as applicable; and
  - ii. erase all copies of the Attend Anywhere Material or any associated materials in your possession.

## 8. Disclaimers

- a. We only provide access to the Services and take no responsibility for any health or other services provided through the use of the Services. We may not monitor or control the services that are provided through Attend Anywhere. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any information or services provided by third parties via the Attend Anywhere or endorse any opinions expressed via the Attend Anywhere. You remain solely liable and responsible for all medical, health or other advice provided through the Attend Anywhere.
- b. The Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we disclaim any warranties, express, implied or statutory, that may be expressed or implied by law regarding the Services, including warranties of accuracy, merchantability, fitness for a particular purpose, or non-infringement. We further disclaim any warranties regarding the security, reliability, timeliness, availability and performance of the Services. You understand and agree that You will be solely responsible for any damages to any computer system or any loss of data that results from the use of the Services.
- c. We make no representation or warranty (express or implied) as to the currency, completeness, accuracy, reliability, suitability, availability or relevance of any information provided by us to you in relation to, or as part of the Services. You must exercise Your own judgement with respect to Your use of the Services and You should carefully evaluate the currency, completeness, accuracy, reliability, suitability, availability or relevance of the available information.
- d. Without limitation to section 8(c), we make no warranty regarding the ownership, continuation, suitability or fitness for use of third party intellectual property used in the Services.
- e. We do not warrant that you will have continuous and uninterrupted access to Attend Anywhere or that the Services will conform to any particular service levels or performance specifications.
- f. We do not warrant that the Services are free of any form of harmful surreptitious code, virus or other contaminants. We do not accept any liability for any interference with, or damage to, your computer systems, infrastructure, software or data occurring in connection with the Services.
- g. The Services may contain links to other websites. You acknowledge and agree that We have no responsibility for the content or availability of the linked websites and we do not specifically endorse any Organisation, association or entity referred to or linked from the Attend Anywhere.
- h. You acknowledge that Your use of the Services is entirely at your own discretion and risk and, to the maximum extent permitted by law, We expressly exclude all liability for any loss,

damage, expenses and costs incurred by You in accessing and using the Services, including but not limited to:

- i. use of the Services for a purpose for which it is not intended;
  - ii. the inability to obtain consistent, reliable and uninterrupted access to the Services;
  - iii. damage or interference to any piece of hardware, software, equipment or device installed on or used in connection with your use and access to the Services, or your internet data that arises in connection to your use of Attend Anywhere, its content or any linked website; and
  - iv. any errors, omissions or inaccuracies contained in the Services.
- i. Please note that your Organisation may provide you with access to features that are additional to the functionality of the Attend Anywhere Management Platform, for instance, a feature which provides the capacity to receive SMS updates to alert you to incoming calls. NHS Wales does not support these features and is not liable for these additional services. All queries regarding those add-on services should be reported to your Administrator.

## 9. Governing Law

Your use of the Services, and any dispute arising out of your use of the Services, is subject to the laws of Wales.