



TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms of use (together with any contract between you and UK Independent Medical Services UK Limited) tell you the terms of use on which you may make use of our website <http://records.ukindmed.com> (our site), as a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

INFORMATION ABOUT US

<http://records.ukindmed.com> is a site operated by UK Independent Medical Services UK Limited (we/UKIM). We are registered in England and Wales under company number 04530717 and have our registered office and main trading address at Brenner House, Rainton Bridge Business Park, Houghton Le Spring, Tyne And Wear, DH4 5RA.

1. CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

2. CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

3. ACCESSING OUR SITE

3.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

3.2 You are responsible for making all arrangements necessary for you to have access to our site.

3.3 Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service described on our site to any person or

geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk (and will at all times comply with the terms relating to the processing of personal data at 6 below.)

4. YOUR ACCOUNT AND PASSWORD

4.1 We will have provided you with a “User ID” and you will have chosen your own password. We will carry out security checks should you ever need to amend anything on your account. You must treat all this information as confidential and must not disclose it to any third party.

4.2 We have the right to disable any User ID or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

4.3 If you know or suspect that anyone other than you knows your User ID or password, you must promptly notify us on 0333 414 1988.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and you must not use any such works for commercial purposes without obtaining a licence to do so from us or our licensors. If you use any such works in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

52



6. CONFIDENTIALITY AND DATA PROTECTION

6.1 For the purpose of these terms, the terms “personal data”, “sensitive personal data”, “processing” and “data controller” have the meanings as set out in the Data Protection Act (the Act) (and any variations of those terms, e.g. “process” shall be read accordingly). “Confidential Information” means information of a confidential nature whether disclosed directly or indirectly in writing, verbally, by electronic or digital means or by any other means by UKIM to you at any time, including, without limitation, any information relating to UKIM’s business affairs or the injured parties whose medical records you access via our site.

6.2 You consent to the processing of your personal data by UKIM pursuant to the Act, including, but not limited to, the storage by UKIM of copies of personal documentation provided by you and disclosure of your personal data to the representatives of the injured parties whose medical records you access via our site.

6.3 The medical records that you will access via our site contain personal data and sensitive personal data. It is a condition of your use of our website that you understand and comply with your obligations pursuant to the Act and any amendments thereto and all guidance and codes of practice issued by the Information Commissioner, in particular, but not limited to, your processing of personal data and sensitive personal data.

6.4 In complying with clause 6.2, we expect at minimum that you will:

- 6.4.1 only access and process personal data (including sensitive personal data) in accordance with UKIM's instructions;
- 6.4.2 ensure that any portable and/or mobile device(s) (including magnetic media) you use to process personal data (including sensitive personal data), including to store and transmit personal information, is protected using approved encryption software which is designed to guard against the compromise of information;
- 6.4.3 have implemented appropriate technical and organisational measures to protect personal data (including sensitive personal data) against unauthorised or unlawful processing and accidental loss or damage prior to processing any personal data (including sensitive personal data);
- 6.4.4 not transfer personal data (including sensitive personal data) outside of the European Economic Area;
- 6.4.5 promptly notify UKIM in writing of any subject access request or if any personal data (including sensitive personal data) has been disclosed in breach of these terms; and
- 6.4.6 where required, maintain your registration as a data controller with the Information Commissioner's Office in accordance with the requirements of the Act.

6.5 You are liable for and shall fully indemnify UKIM against any expense, liability, loss, claims or proceedings arising as a result of any breach by you of the Act.

6.6 You shall keep confidential and not use or disclose, or attempt to use or disclose, any Confidential Information.

6.7 You shall use best endeavours to ensure that your secretary and administrative staff are made aware of and comply with the obligations of confidentiality and data security imposed upon you in these terms.

7. LIMITATION OF OUR LIABILITY

7.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

7.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

7.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site. In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

7.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it.

7.5 You are not permitted to upload content to our site, make contact with other users of our site, or access medical records which you are not authorised to access. You will be liable to us and indemnify us for any and all losses as a result of such unauthorised use.

8. VIRUSES

8.1 We do not guarantee that our site will be secure or free from bugs or viruses.

8.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

8.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 site will cease immediately.

9. APPLICABLE LAW

These terms of use, their subject matter and their formation are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

10. CONTACT US

To contact us, call 0333 414 1988. Thank you for visiting our site.