# Terms and Conditions - Our Mobile Health

**BACKGROUND**
As part of the G-Cloud Services, Our Mobile Health will provide access to an online portal (the "Site")

## Terms and Conditions

**1. Our details**

1.1. The Site is owned and operated by Our Mobile Health Ltd.

1.2. We are registered in England and Wales under registration number 7760818 and our registered office is at 21 Alder Lodge, Stevenage Road, London SW6 6NP.

1.3. You can contact us:

(a) by post, using the postal address given above;
(b) using our Site contact form;
(c) by telephone, on the contact number published on our Site; or
(d) by email, using the email address published on our Site.

**2. Our Mobile Health IP**

Our Mobile Health owns or licences all intellectual property rights in the Site and in any material published on the Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
These terms do not give you any right to use Our Mobile Health's trademarks or branding.

**3. Licence to use Site**

3.1. You may:

(a) view pages from our Site in a web browser;
(b) download pages from our Site for caching in a web browser;
(c) print pages from our Site;
(d) stream audio and video files from our Site; and
(e) use our Site services by means of a web browser, subject to the other provisions of these terms and conditions.

3.2. Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our Site or save any such material to your computer.

3.3. You may only use our Site for your own personal and business purposes, and you must not use our Site for any other purposes.

3.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our Site.

3.5. Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our Site (including republication on another Site);
(b) sell, rent or sub-license material from our Site;
(c) show any material from our Site in public;
(d) exploit material from our Site for a commercial purpose; or
(e) redistribute material from our Site.

3.6. Notwithstanding Section 4.5, you may redistribute or share our public news articles in print and electronic form to any person.

3.7. We reserve the right to restrict access to areas of our Site, or indeed our whole Site, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Site.

**4. Your content: licence**

4.1. In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our Site for storage or publication on, processing by, or transmission via, our Site.

4.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, sell, translate and distribute your content in any existing or future media.

4.3. You grant to us the right to sub-license the rights licensed under Section 9.2.

4.4. You grant to us the right to bring an action for infringement of the rights licensed under Section 9.2.

4.5. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

4.6. You may edit your content to the extent permitted using the editing functionality made available on our Site.

4.7. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

**5. Your content: rules**

5.1. You warrant and represent that your content will comply with these terms and conditions.

5.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

5.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:

(a) be libellous or maliciously false;
(b) be obscene or indecent;
(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
(d) infringe any right of confidence, right of privacy or right under data protection legislation;
(e) constitute negligent advice or contain any negligent statement;
(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
(g) be in contempt of any court, or in breach of any court order;
(h) be in breach of racial or religious hatred or discrimination legislation;
(i) be blasphemous;
(j) be in breach of official secrets legislation;
(k) be in breach of any contractual obligation owed to any person;
(l) depict violence in an explicit, graphic or gratuitous manner;
(m) be pornographic, lewd, suggestive or sexually explicit;
(n) be untrue, false, inaccurate or misleading;
(o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
(p) constitute spam;
(q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
(r) cause annoyance, inconvenience or needless anxiety to any person.

**6. Acceptable use**

6.1. You must not:

(a) use our Site in any way or take any action that causes, or may cause, damage to the Site or impairment of the performance, availability or accessibility of the Site;
(b) use our Site in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
(c) use our Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Site without our express written consent;
(e) access or otherwise interact with our Site using any robot, spider or other automated means, except for the purpose of search engine indexing;
(f) violate the directives set out in the robots.txt file for our Site; or
(g) use data collected from our Site for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

6.2. You must not use data collected from our Site to contact individuals, companies or other persons or entities.

6.3. You must ensure that all the information you supply to us through our Site, or in relation to our Site, is true, accurate, current, complete and non-misleading.

**7. Registration and accounts**

7.1. To be eligible for an individual account on our Site under this Section 6, you must be at least 18 years of age.

7.2. You may register for an account with our Site by completing and submitting the account registration form on our Site.

7.3. You must not allow any other person to use your account to access the Site.

7.4. You must notify us in writing immediately if you become aware of any unauthorised use of your account.

7.5. You must not use any other person's account to access the Site, unless you have that person's express permission to do so.

**8. User login details**

8.1. If you register for an account with our Site, we will provide you with OR you will be asked to choose a user ID and password.

8.2. Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.

8.3. You must keep your password confidential.

8.4. You must notify us in writing immediately if you become aware of any disclosure of your password.

8.5. You are responsible for any activity on our Site arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

**9. Cancellation and suspension of account**

9.1. We may:

(a) suspend your account;

(b) cancel your account; and/or

(c) edit your account details, at any time in our sole discretion without notice or explanation.

9.2. You may cancel your account with our Site by emailing jill.riley@ourmobilehealth.co.uk

**10. Limited warranties**

10.1. We do not warrant or represent:

(a) the completeness or accuracy of the information published on our Site;

(b) that the material on the Site is up to date; or

(c) that the Site or any service on the Site will remain available.

10.2. We reserve the right to discontinue or alter any or all of our Site services, and to stop publishing our Site, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Site services, or if we stop publishing the Site.

10.3. To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our Site and the use of our Site.

**11. Breaches of these terms and conditions**

11.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our Site;

(c) permanently prohibit you from accessing our Site;

(d) block computers using your IP address from accessing our Site;

(e) contact any or all of your internet service providers and request that they block your access to our Site;

(f) commence legal action against you, whether for breach of contract or otherwise; and/or

(g) suspend or delete your account on our Site.

11.2. Where we suspend or prohibit or block your access to our Site or a part of our Site, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

**Privacy**

We are registered as a data controller with the UK Information Commissioner's Office.
Our data protection registration number is ICO:00043118220.

**12. Collecting personal information**

12.1. We may collect, store and use the following kinds of personal information:

(a) information about your computer and about your visits to and use of this Site (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and Site navigation paths);

(b) information that you provide to us when registering with our Site (including your email address);

(c) information that you provide when completing your profile on our Site (potentially including your name, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details);

(d) information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters (including your name and email address);

(e) information that you provide to us when using the services on our Site, or that is generated in the course of the use of those services (including the timing, frequency and pattern of service use);

(f) information relating to any purchases you make of our goods and/or services or any other transactions that you enter into through our Site (including your name, address, telephone number, email address and card details);

(g) information that you post to our Site for publication on the internet (including your user name, your profile pictures and the content of your posts);

(h) information contained in or relating to any communication that you send to us or send through our Site (including the communication content and metadata associated with the communication); and

(i) any other personal information that you choose to send to us.

12.2. Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with this policy.

**13.** Using personal information

13.1. Personal information submitted to us through our Site will be used for the purposes specified in this policy or on the relevant pages of the Site.

13.2. We may use your personal information to:

(a) administer our Site and business;

(b) personalise our Site for you;

(c) enable your use of the services available on our Site;

(d) send you goods purchased through our Site;

(e) supply to you services purchased through our Site;

(f) send statements, invoices and payment reminders to you, and collect payments from you;

(g) send you non-marketing commercial communications;

(h) send you email notifications that you have specifically requested;

(i) send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);

(j) send you marketing communications relating to our business which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);

(k) provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);

(l) deal with enquiries and complaints made by or about you relating to our Site;

(m) keep our Site secure and prevent fraud; and
(n) verify compliance with the terms and conditions governing the use of our Site

13.3. If you submit personal information for publication on our Site, we will publish and otherwise use that information in accordance with the licence you grant to us.

13.4. Your privacy settings can be used to limit the publication of your information on our Site, and can be adjusted using privacy controls on the Site.

13.5. We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

13.6. Once payment online is available, all our Site financial transactions will be handled through a payment services provider and by using their service you will also be subject to their terms and conditions (available on request). We will share information with our payment services provider only to the extent necessary for the purposes of processing payments you make via our Site, refunding such payments and dealing with complaints and queries relating to such payments and refunds.

**14.** Disclosing personal information

14.1. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy.

14.2. We may disclose your personal information:
(a) to the extent that we are required to do so by law;
(b) in connection with any ongoing or prospective legal proceedings;
(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
(d) to the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling; and
(e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

14.3. Except as provided in this policy, we will not provide your personal information to third parties.

**15.** International data transfers

15.1. Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this policy.

15.2. Information that we collect may be transferred to the following countries which do not have data protection laws equivalent to those in force in the European Economic Area: the United States of America, Russia, Japan, China and India.

15.3. Personal information that you publish on our Site or submit for publication on our Site may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

15.4. You expressly agree to the transfers of personal information described in this Section 6.

**16.** Retaining personal information

16.1. This Section 7 sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

16.2. Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

16.3. Notwithstanding the other provisions of this Section 7, we will retain documents (including electronic documents) containing personal data:
(a) to the extent that we are required to do so by law;
(b) if we believe that the documents may be relevant to any ongoing or prospective legal proceedings; and
(c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

**17.** Security of personal information

17.1. We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

17.2. We will store all the personal information you provide on our secure (password- and firewall-protected) servers.

17.3. All electronic financial transactions entered into through our Site will be protected by encryption technology.

17.4. You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

17.5. You are responsible for keeping the password you use for accessing our Site confidential; we will not ask you for your password (except when you log in to our Site).

**18.** Your rights

18.1. You may instruct us to provide you with any personal information we hold about you; provision of such information will be subject to:

(a) the payment of a fee (currently fixed at GBP 10); and

(b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

18.2. We may withhold personal information that you request to the extent permitted by law.

18.3. You may instruct us at any time not to process your personal information for marketing purposes.

18.4. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

**19.** Third party Sites

19.1. Our Site includes hyperlinks to, and details of, third party Sites.

19.2. We have no control over, and are not responsible for, the privacy policies and practices of third parties.

**20.** Updating information

20.1. Please let us know if the personal information that we hold about you needs to be corrected or updated.

**21.** Cookies

21.1. Our Site uses cookies. Our purpose in using cookies is for Google Analytics, a service that allows us to see how visitors use our site.

21.2. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

21.3. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

21.4. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.

21.5. The type of cookies used by Google Analytics and their purpose is detailed here.

21.6. Most browsers allow you to refuse to accept cookies; for example:

(a) in Internet Explorer (version 11) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

(b) in Firefox (version 44) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and

(c) in Chrome (version 48), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

21.7. Blocking all cookies will have a negative impact upon the usability of many Sites.

21.8. If you block cookies, you will not be able to use all the features on our Site.

21.9. You can delete cookies already stored on your computer; for example:

(a) in Internet Explorer (version 11), you must manually delete cookie files (you can find instructions for doing so at http://windows.microsoft.com/en-gb/internet-explorer/delete-manage-cookies#ie=ie-11);

(b) in Firefox (version 44), you can delete cookies by clicking "Tools", "Options" and "Privacy", then selecting "Use custom settings for history" from the drop-down menu, clicking "Show Cookies", and then clicking "Remove All Cookies"; and

(c) in Chrome (version 48), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Cookies and other site and plug-in data" before clicking "Clear browsing data".

21.10. Deleting cookies will have a negative impact on the usability of many Sites.