

## Joint Analytics Limited – Website Terms of Use for Healthcare Professionals

### TERMS OF USE

#### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms and conditions, together with any other policies referred to within, set out the rules for using our website [jointanalytics.co.uk](http://jointanalytics.co.uk) (our "Site").

#### **1 ABOUT US**

1.1 [jointanalytics.co.uk](http://jointanalytics.co.uk) is a site operated by Joint Analytics Limited ("We"). We are a technology company registered in England and Wales under company number 10926742 and have our registered office at The Old Bank, 205-207 High Street, Cottenham, Cambridge, CB24 8RX.

1.2 To contact us, please email [contact@jointanalytics.com](mailto:contact@jointanalytics.com)

#### **2 ACCEPTANCE OF THESE TERMS**

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

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

2.3 We recommend that you print a copy of these terms for future reference.

#### **3 OTHER TERMS THAT MAY APPLY TO YOU**

3.1 These terms of use refer to the following additional terms, which also apply to your use of our Site:

3.1.1 Our [Privacy Policy](#).

3.2 If you purchase movement scanning services from our Site, our terms and conditions of supply [Website Terms and Conditions](#) will apply to the sales.

#### **4 CHANGES TO THESE TERMS**

4.1 We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 10<sup>th</sup> October 2019.

#### **5 CHANGES TO OUR SITE**

5.1 We may update and change our Site from time to time to reflect changes to our services, our users' needs, changes in the law, regulatory requirements and our business priorities. We will try to give you reasonable notice of any major changes.

#### **6 SUSPENSION OR WITHDRAWAL OF OUR SITE**

6.1 We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.2 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **7 YOUR REGISTRATION AND ACCOUNT DETAILS**

- 7.1 You are able to browse the open sections of our Site at any time. However, you are required to register before you can access services on our Site - for example, to book a movement scan for yourself, to refer a patient for a movement scan or to view scanning results (either as a scan recipient, a Referrer or an Authorised Viewer).
- 7.2 You will be a Referrer if you are using our Site to refer an individual to us. As a Referrer, you represent and warrant that you have appropriate authority to use that individual's personal information for the referral process, and that the information that you have uploaded is complete and accurate to the best of your knowledge. You also agree to comply with these terms of use and Professional Rules (see clause 17).
- 7.3 You will be an Authorised Viewer if you have received an invite to access our Site in order to view another individual's Scan Report. As an Authorised Viewer, you agree to comply with these terms of use and Professional Rules.
- 7.4 Any details you provide during the registration process shall be used in accordance with our [Privacy Policy](#) and, if you are a health care professional, our Healthcare Professional Terms of Use (see clause 17).
- 7.5 You are required to keep your account secure and not disclose your registration or login details to any third party.
- 7.6 We have the right to disable your account, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 7.7 If you know or suspect that anyone has access to your Account who should not have then you must promptly notify us at [info@jointanalytics.com](mailto:info@jointanalytics.com).

## **8 ACCEPTABLE USE**

- 8.1 Our Site is intended as a platform to enable (i) the booking of movement scan appointments; and (ii) the viewing of movement scan reports and may only be used by you as such.
- 8.2 You may not use our Site: (i) for any unlawful purpose; (ii) to violate any national, international, federal, provincial or state regulations, rules, laws, or local ordinances; (iii) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (iv) to submit false or misleading information; (v) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of Our Site, any related website, other websites, or the Internet; (vi) to collect or track the personal information of others; (vii) to interfere with or circumvent the security features of Our Site, any related website, other websites, or the Internet; or (viii) in any way which is fraudulent, inaccurate, incomplete or misleading.
- 8.3 If you fail to comply with these terms of use, we reserve the right to limit your access to Our Site, without notice.

## **9 USE OF MATERIAL ON OUR SITE**

- 9.1 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.
- 9.2 As a scan recipient, you may print off a PDF copy of your Scan Report using the printing functionality on our Site for your personal use only. Please be aware that the PDF Report will not contain the full content available via our Site. If you are a Referrer or Authorised Viewer, you will not have the ability to download a Report. If you are an Authorised Viewer, you may access and view the Scan Report

in accordance with any instructions you have received from the individual who is the subject of the scan.

9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.4 Our status as the authors of the Scan Report must always be acknowledged.

9.5 If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately.

## **10 CONFIDENTIALITY**

10.1 If you are a Referrer and/or an Authorised Viewer, you hereby confirm that you will keep the Scan Report and any other data you view on our Site strictly confidential.

10.2 As a scan recipient, you shall have the sole right to determine who can access your Scan Report. Once you have elected to send an invite to an Authorised Viewer, we shall have no further responsibility or liability to you in respect of how that Authorised Viewer uses your Scan Report and or data contained within it.

## **11 INFORMATION ON THIS SITE**

11.1 The content on our Site is provided for general information only. It is not intended to amount to advice or a diagnosis on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

11.2 Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

## **12 EXTERNAL WEBSITE LINKS ON OUR SITE**

12.1 Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

12.2 We have no control over the contents of those sites or resources.

## **13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

13.1 Please read this section carefully as it sets out the limits of our liability to you in relation to your use of our Site.

13.2 Whether you are a consumer or a business user:

13.2.1 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 or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

13.2.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods or services to you, which will be set out in our terms and conditions of supply.

13.3 If you are a business user:

13.3.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

- 13.3.2 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:
  - 13.3.2.1 use of, or inability to use, our Site; or
  - 13.3.2.2 use of or reliance on any content displayed on our Site.
- 13.4 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.
- 13.5 If you are a consumer user:
  - 13.5.1 Please note that we only provide our Site for domestic and private use. You agree not to use our Site 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.
  - 13.5.2 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

## **14 VIRUSES**

- 14.1 We do not guarantee that our Site will be secure or free from bugs or viruses.
- 14.2 You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.
- 14.3 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

## **15 LINKING TO OUR SITE**

- 15.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 15.2 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.
- 15.3 You must not establish a link to our site in any website that is not owned by you.
- 15.4 Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.
- 15.5 We reserve the right to withdraw linking permission without notice.
- 15.6 If you wish to link to or make any use of content on our Site other than that set out above, please contact [website@jointanalytics.com](mailto:website@jointanalytics.com)

## **16 APPLICABLE LAW**

- 16.1 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 16.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 17 IF YOU ARE USING OUR SITE IN YOUR CAPACITY AS A HEALTH CARE PROFESSIONAL, YOU ALSO AGREE TO COMPLY WITH THE FOLLOWING PROFESSIONAL RULES (“RULES”)**
- 17.1 You will only use the Site in your professional capacity to (i) refer patients for our Services; and (ii) where authorised to do so, view a patient’s Report.
- 17.2 You are responsible for ensuring that you have appropriate authority to enter a patient’s personal information during the referral process.
- 17.3 When referring a patient, you are responsible for including all information requested during the referral process. Reports may be incomplete or inaccurate if we are not given this information.
- 17.4 You acknowledge that the Report;
- 17.4.1 Does not constitute a medical diagnosis. You are free to draw conclusions from our Report based on your medical expertise, but you must not represent our Service to a patient as a medical diagnosis service;
- 17.4.2 belongs to the patient. You shall have no automatic right to view a Report, even if you refer a patient to us. The patient will have complete autonomy to choose who views his/her Report and we cannot grant access to you without a patient’s prior consent.
- 17.5 If you are granted access to a Report by a patient, you understand that;
- 17.5.1 The Report will only be available on our Site for 6 months. After that time, you will not be able to view the Report unless (i) the patient has obtained a PDF copy of the Report; or (ii) the patient requests such a PDF copy from us in accordance with our website terms of use; and in each case, has chosen to share the same with you. We will not provide a copy of the Report directly to you.
- 17.5.2 You can view a Report on our Site, but you cannot print or screenshot any elements of a Report.
- 17.6 You confirm that you will keep a Report and any other data you view on our Site strictly confidential