

Smartpoint Application Management System (SAMS)

My Health UK

APP USE:

1. My Health UK app is primarily aimed at general practice allowing patients 18 years and over to communicate and access health information with their GP surgery, health care provider or organisation.
2. The app platform is also designed to support more multiple health related businesses.
3. The features and functionality of the app was designed by a medical doctor (Dr Sanjeev Maharaj) using knowledge about the NHS and how it delivers care and meets patient needs, expectations for health care and health information.
4. The app was trailed in general practice and received over 90% satisfaction in a patient survey.
5. Users registering their details acknowledge and accept their details and clinical data are stored on our database for an indefinite period unless the user puts a request in writing for their registered details to be removed. In such case all users stored data will be erased as per the company's information governance protocol.
6. The user can set preference for their anonymized clinical data for research and training purposes.
7. Users registered details will be used to identify the user in communications with their health provider or organisation.
8. By registering on the app, the user acknowledges, their personal information is stored on the app. The company ensures only the minimum identifiable data is stored, in this case the users email. No other personal identifiable information is stored on the app.
9. Your registered details will not be used for any marketing purposes or shared with any third party (except in communications with your health provider or organisation and for legal reasons as stated in the privacy policy).
10. The Company grants you the non-exclusive, non-transferable, limited right and license to install and use this app solely and exclusively for your personal use.
11. You may not use the app in any manner that could damage, disable, overburden, or impair the app (or servers or networks connected to the app).
12. The app must not be used in any manner that could interfere with any other party's use and enjoyment of the app (or servers or networks connected to the app)
13. You agree that you are solely responsible for (and that The Company has no responsibility to you or to any third party for) your use of the app, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which The Company may suffer) of any such breach.
14. All app content complies with the recognized standards for mark-up, application and interface design. All Mark-up complies with WC3. PAS 227 (BSI) has been

consulted during the development lifecycle and ISO Human Interface Guidelines have been considered.

PROPRIETARY RIGHTS

15. The user acknowledges the app contains proprietary and confidential information that is protected by copyright and intellectual property laws.
16. This includes and is not limited to the app visuals, features and functionality.
17. The user agrees not to, and will not allow any third party to, adapt, copy, distribute, sell, license, modify, reverse engineer, disassemble or otherwise attempt to derive source code from the app.

PRIVACY POLICY

18. The Company's privacy explains how we treats your information and protect your privacy when you use the app and you agree the use of your data in accordance with the company's privacy policies.

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19. The App may contain features that are used in conjunction with The Company's search and other services. Accordingly, your use of such features of the App is also governed by The Company's Terms of Service.
20. The Company privacy policy, may be updated from time to time and without notice. Such modified terms and conditions shall supersede these terms and conditions.
21. Your log-in, is the information you provide when you register your details on our app, agree for this information to be stored on our data base and it will be used to identify the user when using any of the apps communication features.
22. Some of the app features needs you to accept location tracking which means we may collect and process information about your actual location. We use

various technologies to determine location, including IP address, GPS, wifi and similar technologies.

23. For legal reasons we may share your personal information with outside companies, organizations or individuals if we believe that use, access or disclosure of the information is reasonably necessary to:
 - a. meet any applicable law, regulation, legal process or enforceable governmental request.
 - b. prevent fraud, enforce any breach of the terms and conditions.
 - c. protect against harm to the rights, property or safety of The Company, our users or the public as required or permitted by law.
20. The Company uses the latest industry standards in security to prevent our users from unauthorized access, alteration, disclosure or destruction of information we hold.
21. We encrypt many of our services using SSL.
22. Access to personal information is limited to The Company employees, health contractors and agents who need to know that information in order to identify you through any communication feature you use on our app.

TERMS OF SERVICE

23. The user acknowledges that the availability of the service or ability to access or use the service may depend upon factors beyond The Company's reasonable control and includes but not limited to:
 - a. Downtime or interruption of service provided by an external provider.
 - b. Any shortfall in network or telecommunications service.
 - c. non-delivery or failure to receive and send messages or communication
 - d. Factors preventing the end user in not being able to use the service such as incompatible devices and unsupported software or the lack of by The Company.
24. The Company therefore cannot guarantee that the service will be available to users at all times or free from fault or interruption.
25. The company will endeavor to resolve to the best of its abilities and humanly possible any faults and bugs encountered by users within a reasonable timescale. We generally anticipate this to be no longer than 7 working days but may vary depending on the time it takes for the app to be reviewed on the app store and updated which is beyond the control of the company.
26. The user can request information about the app and their own personal data as per the freedom of information act. All requests must be in writing addressed to Mr Tobias Glazebrook.

DISCLAIMER

1. The app is strictly designed for non-urgent communication and must not be used for any urgent communication by users, GP surgery or the health care provider.
2. User must contact their GP surgery or health care provider directly about any medical matter.
3. Special features, like the vitals should only be used as a monitoring tool and not as a diagnostic tool or indication of your wellbeing.
4. The app should never be relied upon as a decision making tool or replace proper clinical observation and management.
5. The GP Surgery or health organization using our app will be fully responsible for any medical information hosted on our app, the review off and be fully responsible to amend or change in line with current best evidence. This medical information may not have a defined valid period and is generally updated in line with best practice or medical evidence, the time period of which cannot be defined.
6. All clinicians, GP surgeries and health care providers using the app will work towards their own clinical assurance policies and data confidential processes.
7. Information sent using the messaging service must not be relied upon as being received by your GP surgery, health care provider or clinician even if you have received a read receipt message.
8. The user acknowledges, the use of the messaging service is strictly for non urgent communication. GP surgeries, health care providers and clinicians have the right to remove this service form the user(s) if the service is used inappropriately.
9. The user acknowledges by using this app and related services/features they are fully bound by the terms and conditions of the Company.
10. My Health UK is designed for users to access services and health information offered by their GP Surgery, any health care provider or clinician. The accuracy and content of any service or information accessed through this application is strictly the responsibility of the GP surgery, health care provider or clinician.
11. The Company accepts no responsibility either directly or indirectly for any information or service accessed or sent through this application.

Company: Smartpoint Application Management System

GP Surgery: Any private or NHS primary care health provider

Health care provider: Any private or NHS health care provider providing care or information to patients.

Clinician: Any person(s) providing care or information to patients

By agreeing you consent and accept the terms and conditions.

Note: Any health organization using our app, has the option of uploading their own terms and conditions for users to accept, so a user will need to accept a second terms and conditions relevant to that health organization.