

Community Care Inform Terms and Conditions May 2018

1. General

1.1 These terms and conditions apply to the use by an institutional or corporate subscriber ("Subscriber") of the data, software tools, information and editorial content ("Licensed Materials") from time to time contained in the COMMUNITY CARE INFORM products and services ("COMMUNITY CARE INFORM Services") specified in an order form agreed by COMMUNITY CARE INFORM and the Subscriber ("Order Form"). These terms and conditions and the terms and conditions in the Order Form shall collectively be referred to as "Conditions".

1.2 These Conditions will be interpreted in accordance with the laws of England and Wales.

1.3. Provision of COMMUNITY CARE INFORM Services is conditional on payment by the Subscriber of all amounts set out in the Order Form.

1.4. COMMUNITY CARE INFORM is a trading name of MA Education Limited.

2. Licence Terms and Use Restrictions

2.1 Subscribers will be given access to COMMUNITY CARE INFORM Services on an Authorised User Licence, or an Enterprise Licence, or a Higher Education Licence (each a "Licence") as stated on the Order Form and more specifically described in these Terms and Conditions. All Licences are personal to the Subscriber named on the Order Form and may not be assigned or transferred.

2.2 Subscribers and Authorised Users may only use the Licensed Materials and create and use Derived Materials in the normal course of the Subscriber's business and for Subscriber's internal business purposes. Subscribers and Authorised Users may not (i) redistribute the Licensed Materials and/or Derived Materials to customers, prospects or Unauthorised persons; (ii) re-sell the COMMUNITY CARE INFORM Services, any part of the Licensed Materials or any Derived Materials to others; (iii) download or otherwise copy substantial portions of the Licensed Materials; or (iv) use COMMUNITY CARE INFORM Services in excess of Normal Usage.

Notwithstanding the above, Subscribers that are public bodies may allow their Authorised Users to make small portions of the Licensed Materials available to individual persons to whom they provide services for non-commercial purposes on an ad hoc basis.

2.3 Except where specifically provided otherwise, these Conditions apply to all Licences. The types of Licences are:

Authorised User Licence: this licence permits a single individual Authorised User to access the COMMUNITY CARE INFORM Services and to use the Licensed Materials in the course of the Subscriber's normal business. The Subscriber shall: (i) obtain the prior written consent of COMMUNITY CARE INFORM prior to any additional individual(s) being granted access to the COMMUNITY CARE INFORM Services; and (ii) promptly notify COMMUNITY CARE INFORM of any changes to the individuals identified in the Order Form.

Enterprise Licence: this licence permits all the Subscriber's employees and/or other workers normally located at the physical site(s) specified on the Order Form to access the COMMUNITY CARE INFORM Services and to use the Licensed Materials in the course of the Subscriber's normal business.

Higher Education Licence: this licence permits the educational institution Subscriber to make the Licensed Materials available to its Authorised Users through a recognised authentication system.

The addition of Affiliates to the Subscriber Group is subject to the prior written consent of MA Education Limited. When such consent has been given, references in these Conditions to Subscriber includes the Subscriber Group provided that the Subscriber will be liable for acts and omissions of Affiliates as though such acts and/or omissions were the Subscriber's own.

3. Defined Terms

In these Conditions;

"Affiliate" means any entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such entity. For the purposes of this definition, a subsidiary is an entity which is more than 50% owned by another entity and "control" of an entity means the power, directly or indirectly, to either: (i) vote a certain percentage (typically 5% or 10%) or more of the securities having ordinary voting power for the election of directors of such entity; or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

"Authorised User(s)" means with respect to the (i) Authorised User Licence – the named individual(s); (ii) Enterprise Licence – all the Subscriber's employees and/or other workers normally located at the physical site(s) specified on the Order Form; (iii) Higher Education Licence – students who are duly enrolled at the Subscriber institution for an accredited course, and lecturers who are employed by the Subscriber institution to teach such students;

"Derived Materials" means materials created by or on behalf of the Subscriber incorporating the Licensed Materials in combination with other information and/or data;

"Normal Usage" means the average usage of the COMMUNITY CARE INFORM Services by all subscribers over the same period as observed by COMMUNITY CARE INFORM subject to a tolerance level of 20%

"Unauthorised" in relation to a person means any person other than a Subscriber or any other person within or outside a Subscriber Group who is neither a Subscriber nor an Authorised User but excludes administrative and support staff who provide technical and other support services to a Subscriber or Authorised Users but do not otherwise use the Licensed Materials.

4. Intellectual Property Rights

4.1. Passwords are not to be shared with unauthorised persons. If COMMUNITY CARE INFORM suspects that a password is being used by an unauthorised person or if COMMUNITY CARE INFORM detects use of the Licensed Materials in excess of Normal Usage it may cancel the relevant password.

4.2 All intellectual property rights, including but not limited to copyright and database rights, in the COMMUNITY CARE INFORM Services and the Licensed Materials are and shall remain the property of MA Education Limited, its Affiliates or third party licensors.

4.3 Subscribers and Authorised Users acquire no proprietary rights in the COMMUNITY CARE INFORM Services or the Licensed Materials and except as expressly permitted by these Conditions may not use the COMMUNITY CARE INFORM Services or the Licensed Materials in any way that infringes the intellectual property rights in them.

4.4 Subscribers and Authorised Users may not obscure or remove any copyright, disclaimer or other notices that appear on Licensed Materials extracted from the COMMUNITY CARE INFORM Services.

4.5 The Subscriber shall ensure that the Licensed Materials, Derived Materials and extracts thereof will not be used in any way that could reasonably be considered untruthful, misleading, or disparaging of COMMUNITY CARE INFORM or its products or services.

4.6 Subscribers and Authorised Users may not make the COMMUNITY CARE INFORM Services, any part of the Licensed Materials or any Derived Materials available to Unauthorised persons other than on an ad-hoc non-systematic basis in the normal course of the Subscriber's business.

4.7 Subscribers and Authorised Users may not, without COMMUNITY CARE INFORM's prior written consent, use any automated algorithm, device, method, system or software to: (i) access, use, search, copy, monitor, mine, extract or scrape data or other content from the COMMUNITY CARE INFORM Services; or (ii) disable or incapacitate any part of the COMMUNITY CARE INFORM Services or any usage tracking application or programme used by COMMUNITY CARE INFORM.

4.8 COMMUNITY CARE INFORM will indemnify, defend and hold the Subscriber harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal costs) payable to a third party resulting from any claim that the Licensed Materials infringes any intellectual property right of such third party (a "Claim"); provided, however that COMMUNITY CARE INFORM shall have no obligation under this section 4.9 to the extent such Claim is caused by: (i) Subscriber's or a third party's modification or misuse of Licensed Materials; (ii) infringing items of Subscriber's or third party's origin, design or selection; or (iii) the operation, combination or use of the Licensed Materials, without COMMUNITY CARE INFORM's prior written consent, with products or services provided by Subscriber or third parties.

4.9. COMMUNITY CARE INFORM's indemnification obligations hereunder shall be subject to: (i) COMMUNITY CARE INFORM receiving prompt written notice of the existence of any Claim; (ii) COMMUNITY CARE INFORM being able to, at its option and expense, control the defence and or settlement of such Claim; and (iii) COMMUNITY CARE INFORM receiving full cooperation from Subscriber. In the event Subscriber notifies COMMUNITY CARE INFORM of any Claim, COMMUNITY CARE INFORM shall have the option to do one or more of the following: (i) procure a licence sufficient to continue offering the Licensed Materials to the Subscriber; or (ii) remove the relevant Licensed Materials from the COMMUNITY CARE INFORM Services.

5. Verification and Audit

5.1 The Subscriber shall, within seven days of a written request from COMMUNITY CARE INFORM provide; (i) a list of all individuals who have access to the Licensed Materials; or (ii) a certificate signed by an officer of the Subscriber confirming that the Subscriber has complied in all material respects with these Conditions and specifically that the Licensed Materials have not been distributed or transmitted, in any form, to any Unauthorised person.

5.2 COMMUNITY CARE INFORM or any other person authorised by COMMUNITY CARE INFORM shall have the right, after giving written notice of ten calendar days, to enter the Subscriber's premises during normal business hours and inspect the Subscriber's records relating to the use and distribution of the Licensed Materials. COMMUNITY CARE INFORM shall treat as confidential all information relating to the Subscriber's business that it acquires in the course of such an inspection. COMMUNITY CARE INFORM shall not exercise this right of inspection more than once in each calendar year.

5.3 If an audit performed by COMMUNITY CARE INFORM under this section 5 reveals that the Subscriber is in breach of these Conditions the Subscriber will reimburse COMMUNITY CARE

INFORM; (i) the reasonable cost incurred by COMMUNITY CARE INFORM in performing the audit; (ii) all fees payable in relation to any Unauthorised person or any other unauthorised use revealed by the audit as having access to the COMMUNITY CARE INFORM Services or the Licensed Materials; and (iii) interest on the above amounts from the date they become payable until the date of payment at the highest rate permitted by applicable law.

5.4 The rights of COMMUNITY CARE INFORM under this section shall continue for the term of the subscription and for 12 months thereafter.

6. Availability of COMMUNITY CARE INFORM Services

6.1. COMMUNITY CARE INFORM shall use all reasonable endeavours in accordance with good industry practice to ensure that COMMUNITY CARE INFORM Services are available to Subscribers and Authorised Users excluding downtime for regular or emergency maintenance which shall be kept to a minimum.

6.2. Time is not of the essence in respect to the delivery of any particular COMMUNITY CARE INFORM Service or Licensed Materials and COMMUNITY CARE INFORM's sole obligation is to effect such delivery as soon as is practically possible.

7. Limitations on Liability

7.1 The COMMUNITY CARE INFORM Services and Licensed Materials are provided by COMMUNITY CARE INFORM on an 'as is' basis and COMMUNITY CARE INFORM excludes to the extent permitted by law all implied warranties relating to fitness for a particular purpose.

7.2 The total aggregate liability of COMMUNITY CARE INFORM to any Subscriber in connection with use of the COMMUNITY CARE INFORM Services or Licensed Materials (other than for death or personal injury caused by its negligence or that of its agents) shall not exceed the amount paid or payable by the relevant Subscriber for the then current subscription term. To the extent permitted by applicable law COMMUNITY CARE INFORM shall have no liability to any Subscriber for any special, incidental, indirect and/or consequential damage of any kind, even if it has been advised on the possibility of such damage.

7.3 The liability of COMMUNITY CARE INFORM to any Subscriber for interruptions to availability of the COMMUNITY CARE INFORM Services caused by circumstances within its control shall not exceed the amount paid by the relevant Subscriber for access to the relevant COMMUNITY CARE INFORM Services. The only obligation of COMMUNITY CARE INFORM in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the COMMUNITY CARE INFORM Services reinstated.

7.4 COMMUNITY CARE INFORM shall be under no liability for any failure, delay or omission by it arising from any cause beyond its control, including, but not limited to acts of God, acts or regulations of any governmental or supra-national authority, war or national emergency, denial of service attacks, fire, civil disobedience, strikes, lock-outs and industrial disputes.

7.5 It is the Subscriber's responsibility to ensure that it has the equipment necessary to access the COMMUNITY CARE INFORM Services and receive the Licensed Materials.

8. Suspension and Termination

8.1 COMMUNITY CARE INFORM may without notice and without compensation suspend access to any COMMUNITY CARE INFORM Services by a Subscriber and/or one or more Authorised Users if the Subscriber is in default of its payment obligations or COMMUNITY CARE INFORM has reasonable grounds to suspect the Subscriber or such Authorised User(s) to be in breach of these Conditions.

8.2 COMMUNITY CARE INFORM shall be entitled to update, enhance, withdraw or otherwise change the COMMUNITY CARE INFORM Services from time to time.

8.3. On expiry of a subscription without renewal, or on termination or cancellation of a subscription for any reason during the subscription term, the Subscriber shall cease all use of the Licensed Materials immediately and delete all such Licensed Materials from its systems unless otherwise agreed in writing. The undertaking to delete Licensed Materials does not apply to Licensed Materials which the Subscriber must retain under any applicable law, rule or regulation, including the rules of a professional body but such Licensed Materials will remain subject to the remaining terms of this clause.

8.4. The COMMUNITY CARE INFORM Services may be suspended or, at COMMUNITY CARE INFORM's option, terminated immediately by COMMUNITY CARE INFORM without liability in the event that Subscriber or any Authorised User is sanctioned by the United Kingdom, the European Union, the United Nations or the United States of America trade sanction regimes.

8.5. Expiry or termination of these Conditions shall be without prejudice to the accrued rights and obligations of the parties and, in particular, sections 3, 4, 5 and 7 shall survive termination for whatever reason.

9. Data protection

9.1 As part of the subscription service, the Subscriber will provide COMMUNITY CARE INFORM with the following details in order to create the individual Authorised User Licences as agreed on the Order form:

- Name
- Email address
- Job title
- Team

9.2 At the Subscriber's request, COMMUNITY CARE INFORM is able to provide the Subscriber with the following information about the individual Authorised User Licences:

- First and last logged in date
- Number of pages viewed
- Number of devices used
- Pages viewed
- Users who have not logged in

9.3 Subscribers who have access to the Supported Learning modules on COMMUNITY CARE INFORM are also able to request the following information about Authorised Users Licences:

- Correct and incorrect answers to quiz questions
- Responses to case scenario questions
- Number of attempts to complete the quiz and case scenarios

9.4 In all of the above instances, all personal data will be handled by COMMUNITY CARE INFORM in line with our [Privacy Policy](#). It is the responsibility of the Subscriber to inform their employees (Authorised User Licences) they have provided this information and what they intend to do with the personal data that COMMUNITY CARE INFORM has provided to them. Subscribers should ensure that any 3rd Party Processor they contract to provide a service using their data is GDPR compliant (by way of a processing agreement).