

Terms and conditions	Version 1 .0
	19-11-2020



Website Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1 Introduction

1.1 These terms tell you the rules for using our website www.Orcamedical.co.uk (our site), which is operated by Orca Medical Ltd (“we” or “us”). We are registered in England and Wales under company number 10907715 and have our registered office at Future Space, University of west of England , Stoke Gifford, Bristol Bs34 8RB. To contact us, please email info@OrcaMedical.co.uk

1.2 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, you must not use our site.

2 There are other terms that may apply to you

2.1 These terms of use refer to our Privacy Policy, which also apply to your use of our site and sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you warrant that all data provided by you is accurate and complete.

2.2 If you purchase products (such as training courses or devices) from us, additional terms and conditions will apply, and be set out as part of your order process.

2.3 If you purchase products from a third party linked to by our website, that third party’s terms and conditions will apply, as set out at section 7 below.

3 Using the site and changes we may make

3.1 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.

3.2 We may update and change our site from time to time.

3.3 Our site is currently made available free of charge, but we reserve the right to introduce a paid subscription model in future.

3.4 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 any reason.

3.5 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.

3.4 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the site.

3.5 We make no promise that the site is appropriate or available for use in locations outside of the UK. If you choose to access the site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

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4 You must keep your account details safe

4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, 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 identification code or password, you must promptly notify us.

5 How you may use material on our site

5.1 We are the owner or the licensee of all intellectual property rights in our site, and in any text, images, video, audio or other multimedia content, software or other information or material published on or accessible from it ("Content"). Those works are protected by copyright laws and treaties around the world. All such rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world are reserved. Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it.

5.2 You may print off a copy, and may download extracts, of any page(s) or documents from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

5.3 You must not modify the paper or digital copies of any Content you have printed off or downloaded in any way, and you must not use any for any purpose other than as expressly permitted in these terms of use.

5.4 Our status (and that of any identified contributors) as the authors of the Content on our site must always be acknowledged and any notices on our site must not be removed or altered.

5.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

5.6 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 and you must, at our option, return or destroy any copies of the materials you have made.

6 Do not rely on information on this site

6.1 All content on our site (including case studies written or edited by us) is provided for general education and guidance only, it is not intended for diagnostic, research, or clinical use. Although we make reasonable efforts to update the information on our site, we cannot guarantee that such information is accurate or up to date and we do not accept legal responsibility for it. Before acting on such information, you must make your own appropriate and careful enquiries including as to its accuracy and suitability for your purposes. The information is not intended as professional or other advice. Nor is it intended to be a substitute for possession of an appropriate level of training, qualifications, skill and experience in the matters covered. You rely on such information at your own risk and you assume sole responsibility for your use of the content, and we will have no liability for any reliance you place on the content.

6.2 We make no representations, warranties or guarantees, whether express or

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implied, that the content on our site is accurate, complete or up to date. In particular, our site may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us and we do. The views expressed by other users on our site do not represent our views or values.

6.3 If you become aware of any inappropriate content or inaccurate content on our site, please contact us, clearly identifying the relevant content and why you think it is inappropriate or inaccurate.

7 We are not responsible for third party sites or products

7.1 Our site may link to third party websites which may be of interest to you, or we may advertise, make available or link to products provided by third parties. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services.

7.2 We have no control over those third parties, or their products, and we do not recommend or endorse, nor are we legally responsible for, those third parties or their products. You use such third party sites or products at your own risk.

7.3 If you purchase goods or services from a third party accessed through our website, your contract is with that third party, and we are not responsible for your relationship with them.

8 Our responsibility for loss or damage suffered by you

8.1 Whether you are a consumer or a business user:

8.1.1 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.

8.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in the relevant terms and conditions for those products.

8.2 If you are a business user:

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

8.2.2 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:

8.2.2.1 use of, or inability to use, our site; or

8.2.2.2 use of or reliance on any content displayed on our site.

8.2.3 In particular, we will not be liable for:

8.2.3.1 loss of profits, sales, business, or revenue;

8.2.3.2 business interruption;

8.2.3.3 loss of anticipated savings;

8.2.3.4 loss of business opportunity, goodwill or reputation; or

8.2.3.5 any indirect or consequential loss or damage.

8.3 If you are a consumer user, please note that we only provide our site for domestic and private educational 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.

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9 Uploading content to our site

9.1 Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must:

9.1.1 ensure you have (and retain) all rights and permissions needed to enable use of your content on the site and as set out in these terms and conditions;

9.1.2 ensure that your contribution is (where it states facts) accurate, and if you post a review or otherwise state an opinion in your contribution, you promise that you have no personal or business relationship with (or any other vested interest in) the subject of the review, that you are not a competitor of the subject of the review, that you have not been offered any incentive to write the review and that it is your independent, honest, genuine opinion.

9.2 You agree that you will not in connection with your use of our site:

9.2.1 breach any applicable law, regulation or code of conduct;

9.2.2 publish or send any content (including links or references to other content), or otherwise behave in a manner, which:

9.2.2.1 is defamatory, threatening, harassing, invasive of privacy, offensive, hateful, discriminatory, obscene, pornographic, misleading, unlawful, discriminatory, abusive or deceptive;

9.2.2.2 infringes any intellectual property or other rights of others;

9.2.2.3 involves phishing or scamming or similar;

9.2.2.4 breaches the anonymisation rules set out at section 10; or

9.2.2.5 publish or send any content which links to any third party websites which are unlawful or contain inappropriate content;

9.2.3 sell access to our website or its content;

9.2.4 sell advertising, sponsorship or promotions on or in connection with content except where explicitly authorised by us;

9.2.5 send or disseminate junk mail, spam, pyramid or similar or fraudulent schemes;

9.2.6 do anything which may negatively affect other users' enjoyment of our site;

9.2.7 gain unauthorised access to any part of our site;

9.2.8 use any automated means to interact with our systems excluding public search engines; or

9.2.9 attempt, encourage or assist any of the above.

9.3 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

9.4 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

9.5 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy, or to the relevant authorities if they request it.

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9.6 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the standards set out in these terms and conditions.

9.7 You are solely responsible for securing and backing up your content.

9.8 We reserve the right to place advertisements adjacent to or within content you provide. We retain all revenue from such advertisements.

10 Anonymisation

10.1 Any content you make available through our website relating to an individual must be sufficiently anonymised to ensure that any individuals it relates to cannot be identified and you may be asked to confirm this before submitting that content. In particular (but without limitation) when anonymising content, the following must be removed (and must not be included any accompanying text or communications):

10.1.1 names;

10.1.2 addresses, or any geographical information (including partial postcodes);

10.1.3 any dates (except years) relating to an individual, including (without limitation) date of birth, admission, discharge, death, or scan;

10.1.4 telephone numbers, email address, or other contact details of any kind;

10.1.5 National Insurance, Health Plan, NHS or other unique identifying numbers, characteristics or codes;

10.1.7 certificate/licence numbers;

10.1.8 device identifiers or serial numbers (this includes identifiers for the devices which captured or created the images included in the Content);

10.1.9 web URLs or IP addresses;

10.1.10 biometric identifiers, including finger and voice prints;

10.1.11 any other distinguishing features, such as tattoos or birthmarks; and

10.1.12 full-face photographic images or other comparable images.

10.2 While we may provide tools to aid you in anonymising content, it is your responsibility to ensure that the information at section 10.1 is not included in content you make available. If you become aware that any content (whether yours or not) contains such information, you must inform us immediately at info@orcamedical.co.uk

10.3 Nothing in these terms and conditions shall prevent you from including your details, or those of your colleagues (subject to their prior written consent) in your content to the extent necessary to identify you or them as authors of any content.

11 Rights you are giving us to use material you upload

11.1 When you upload or post content to our site, you grant us the following rights to use that content:

11.1.1 a worldwide, perpetual, non-exclusive, transferable, sub-licensable, royalty-free licence to use, copy, alter, display, and create extracts of, or derivative works from, that content in any media format (available now or at any point in future), on our site and any other services or products we offer, our other channels including mobile, email communications, social media, PR, competitions and press releases and also on third party media, including for the purpose of redistribution or promotion of our site and other services or products we offer; and

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11.1.2 a right to allow other users to access and copy that content as set out in these terms and conditions.

12 We are not responsible for viruses and you must not introduce them

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

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

12.3 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.

13 Rules about linking to our site

13.1 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.

13.2 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.

13.3 You must not establish a link to our site in any website that is not owned by you.

13.4 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.

13.5 We reserve the right to withdraw linking permission without notice.

13.6 The website in which you are linking must comply in all respects with the content standards set out in these terms and conditions.

13.7 If you wish to link to or make any use of content on our site other than that set out above, please contact us.

14 Which country's laws apply to any disputes?

14.1 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.

14.2 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.

[Last updated: __ February 2021]