

# Terms of Usage

These terms of usage explain how you may use [www.digitalflu.co.uk](http://www.digitalflu.co.uk) (our site), whether as a guest or a registered user for access, browsing, registration or vouchers. Please read these terms of use carefully before you start as these Terms of Usage will apply at all times and we recommend that you save a copy of this for future reference. By using our site, you confirm that you accept these terms of usage and agree to comply with them. If you do not agree to these terms of use, you must not use our site.

## Other Applicable Terms

These terms of usage refer to the following additional terms, which also apply to your use of our site. **Our Privacy Policy** which sets out the terms on which we process any personal data we collect, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## Information About Us

Healthy Performance Ltd ("We") are registered in England and Wales under company number 5905144 and have our registered and main office address at Unit 7 The Court, Holywell Business Park, Northfield Road, Southam, Warwickshire, CV47 0FS. Our VAT number is 890 1438 21.

## Changes to Site and these Terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing Our Site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period. 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.

## Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with any content standards we include on our website from time to time.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

## Usernames and Passwords

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. 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. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [team@healthyperformance.co.uk](mailto:team@healthyperformance.co.uk)

## **Flu Vaccination Vouchers**

- You are only allowed to use one voucher code and must not try and re-use an already used code. Please note any unauthorised scans/usage will be highlighted to your employer and charged.
- We strongly recommend that you contact a participating pharmacy of your choice to establish whether an appointment is required at the pharmacy, to avoid disappointment. Due to an anticipated busy flu season, it is essential that you follow the guidance around making a booking (eg whether to book online, phone or email the store or attend a drop in clinic).
- For appointments made using other pharmacy online booking systems, non-attendance will result in your organisation being fully charged for your voucher.
- For Drop in clinics where no appointment is necessary we cannot guarantee vaccine availability at any pharmacy due to the nature of drop in clinics. There may also be a wait to get a vaccine.
- There is no cash alternative for any voucher. You can only use your voucher for one flu vaccination and it must not be passed to another person – it is strictly non-transferable. Any used vouchers will be charged to your organisation.
- The supply of and any liability arising from the supply of your flu vaccination when you use your flu voucher is the sole responsibility of the relevant pharmacy and subject to the relevant pharmacy's terms and conditions, however they notify or make those available to you, for example on a form they ask you to sign or on their website.

## **Intellectual Property Rights**

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. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. 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. Our status as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without our agreement in writing. 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. The content on our site is provided for general information only. It is not intended to amount to advice 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.

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. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards. The views expressed by other users on our site do not represent our views or values.

## **Limitation of our Liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied. We will not be liable to any user 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 use of, or inability to use, our site; or use of or reliance on any content displayed on our site, loss of profits, sales, business, or revenue; business interruption; goodwill or reputation; or any indirect or consequential loss or damage.

## **Site Security**

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other

proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **Viruses**

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

## **Linking to our Site**

You may only link to our site with permission from us in writing and provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it and all links must be approved by us before anything is implemented. 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. You must not establish a link to our site in any website that is not owned by you. 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. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, please contact [team@healthyperformance.co.uk](mailto:team@healthyperformance.co.uk)

### **Third Party Links and Resources**

Digitalflu.co.uk will contain links to pharmacy online booking systems including but not limited to Patient Access, Qudini, and other in-house booking platforms. However once you have used these links to leave our site, you should note that we do not have any control over that other website and cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites. Other linked sites are not governed by this privacy statement and are the full responsibility of the corresponding pharmacy. You should exercise caution and look at the privacy statement applicable to the website in question.

## **Breaches of this Policy**

When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of you and potentially your organisation's right to use our site.
- Immediate, temporary or permanent removal of any contribution uploaded by you and potentially your organisation to our site.
- Issue of a warning to you and potentially your organisation.
- Legal proceedings against you and potentially your organisation for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you and potentially your organisation.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, 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. If you are a business, these terms of use, its subject matter and its 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.

## **Removing your data**

Should you wish to remove your data from any of our sites please contact us at [data@healthperformance.co.uk](mailto:data@healthperformance.co.uk) with your name and email address along with the company that you work for. We will respond with ten working days to action your request.

## **Contact us**

To contact us for any other reason, please email [team@healthperformance.co.uk](mailto:team@healthperformance.co.uk) where we aim to respond within 5 working days.