

## **TERMS AND CONDITIONS:**

Lincus helps you live the healthiest life possible using information about you. It is important that you know how we use this information so you can agree to using it.

Information you provide:

- Will be protected by national and international laws.
  - Will be used for your best interests.
  - May be shared with health and social care systems and services.
  - May be used for service improvement and research in the public interest.
  - Will be given to you at any time if you would like it.
  - Will never be shared with or sold to third parties for direct commercial gain
  - Is controlled by Rescon Ltd, a UK company registered with the Information Commissioner's Office ([www.ico.org.uk](http://www.ico.org.uk))
- I declare that I am 13 years of age or older and agree to the above and full Terms and Condition and Privacy Policy

\*\* A copy of these terms and conditions will be sent to the email address you provide on registration

## **FULL TERMS AND CONDITIONS INCLUDING PRIVACY POLICY:**

### **BACKGROUND:**

This agreement applies between you (the User of Lincus) and Rescon (UK) Ltd (the data controller). By accepting these Terms and Conditions you are agreeing to comply with them. The term and conditions apply across all Lincus platforms. If you do not agree to these Terms and Conditions, you should not use Lincus or stop using Lincus immediately.

### **1. Definitions and Interpretation**

In these Terms and Conditions the following terms shall have the following meanings:

|                                  |  |
|----------------------------------|--|
| <b>“Account”</b>                 | means a collection of data relating to a particular User including certain identifying information and the username and password used by that User to access the Service;  |
| <b>“Content”</b>                 | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored on a computer that appears on or forms part of Lincus which is not created by Users;   |
| <b>“Service”</b>                 | means collectively the online facilities, tools, services or information that are made available through Lincus either now or in the future which are more fully described at Clause 2 of these Terms and Conditions;  |
| <b>“User” / “Users”</b>          | means any third party that accesses Lincus and uses the Service that is not employed by the Company and acting in the course of their employment when accessing and using Lincus and the Service;  |
| <b>“User Content”</b>            | means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored on a computer that appears on or forms part of Lincus which is created by Users.   |
| <b>“Data Controller”</b>         | means the person who determines the purposes for which and the manner in which any personal data are to be processed.  |
| <b>“Data Processor”</b>          | means any person who processes the data on behalf of the data controller.  |
| <b>“Data Protection Officer”</b> | means the appointed Data Protection Officer ( <a href="mailto:DPO@onemedicalgroup.co.uk">DPO@onemedicalgroup.co.uk</a> ) to inform and advise, monitor compliance and act as the first point of contact for supervisory authorities and for individuals whose data is processed. |

## 2. The Service

- 2.1 Lincus (the Service) is a tool to help people track and improve their health, wellbeing and performance. The Service can be used at a frequency that suits the User. It is advised that the Service is used daily for the greatest benefit.
- 2.2 Lincus is available on a number of platforms including web (<https://lincus.rescontechologies.com/>) and App (Android and iOS). Users are required to create an Account in order to access and use the Service. The creation of Accounts is subject to the provisions of Clause 3 of these Terms and Conditions.
- 2.3 The Company shall use its best and reasonable endeavours to ensure that the Service is available at all times, however the Service is provided on an 'as is' and 'as available' basis and availability and reliability is therefore not guaranteed. The Company gives no warranty that the Service will be free of defects and faults. To the maximum extent permitted by law the Company provides no warranties (express or implied) of the Service's fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 2.4 The Company has the right to modify, alter, suspend or terminate the Service at any time and without notice.
- 2.5 Users may not reproduce, duplicate or resell any part of the Service.

### **3. Accounts**

- 3.1 Users are required to create an Account in order to use the Service. When creating an Account, an email address, password and gender is required. Users must abide by the provisions of Clause 4 when using the Service. To maximise security passwords should utilise a combination of letters and numbers and should not be obvious nor easy to guess.
- 3.2 When signing up for an Account Users represent and warrant that:
  - 3.2.1 All information submitted is accurate and truthful; and
  - 3.2.2 All such information will be kept accurate and up-to-date.

### **4. Use of the Service**

- 4.1 When using the Service and any other part of Lincus which allows for the posting of User Content Users must abide by the following rules:
  - 4.1.1 Users may not use obscene or vulgar language;

- 4.1.2 Users may not submit User Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content which is abusive, threatening, hateful or otherwise discriminatory on the grounds of gender, race, nationality, religion, sexual orientation, disability or age;
  - 4.1.3 Users may not submit User Content that is libelous or otherwise defamatory of any individual or organisation;
  - 4.1.4 Users may not submit User Content that is sexually explicit, pornographic, violent or otherwise obscene;
  - 4.1.5 Users may not submit User Content that is intended to promote or incite violence;
  - 4.1.6 Users may not post links to other websites containing any material which may be described as any of the above;
  - 4.1.7 Users may not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
  - 4.1.8 Users may not impersonate or pass themselves off as other people, particularly employees and representatives of the Company or its affiliates. This prohibition does not extend to genuine parody or the assumption of fictional characters of the User's own creation;
  - 4.1.9 Users may not submit User Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
  - 4.1.10 Users may not use the Service for unauthorised mass-communication such as spam or junk mail.
- 4.2 By submitting User Content, Users warrant and represent that they are the author of such material or that they have acquired all of the appropriate rights and / or permissions to use the material in this fashion. Further, Users waive all moral rights in the User Content to be named as its author and grant the Company a license to modify the User Content as necessary for its inclusion on Lincus.
- 4.3 By submitting User Content, Users consent to the Lincus application sharing personal health data with health and social care professionals who are directly involved in their care, for the User's potential personal benefit.
- 4.4 The Company does not screen User Content prior to it appearing on Lincus.

The Company retains the right to exercise its sole discretion to remove or relocate any User Content as it deems appropriate without the consent of the author. The Company shall be under no obligation to exercise such discretion. If Users wish to enquire as to the removal of Users Content, queries should be submitted to: [lincus@onemedicalgroup.co.uk](mailto:lincus@onemedicalgroup.co.uk) This does not constitute an undertaking by the Company to explain its actions.

## **5. Responsibility for Content and Liability**

- 5.1 Notwithstanding the provisions of Clause 4 of these Terms and Conditions, the Company is not responsible for any User Content and has no obligation to monitor or screen it.
- 5.2 The Company will not be liable in any way or under any circumstances for any loss or damage that Users and other third parties may incur as a result of User Content, nor for any errors or omissions in such material or any other part of Lincus. Use of and reliance on the Service and User Content is entirely at the risk of the User.

## **6. Indemnity**

Where the Company is subject to any costs, liability, damages, loss, claims or proceedings which may arise as a result of User Content the User responsible shall indemnify the Company against the same.

## **7. User Content and Intellectual Property**

- 7.1 Subject to the ownership rights of third parties in materials posted by Users, all User Content is and shall remain the property of the User responsible for creating and posting it. Content submitted by the User will be protected by National and International Laws.
- 7.2 Nothing in these Terms and Conditions vests any intellectual property rights subsisting in User Content in the Company. Notwithstanding this provision, the Company is deemed to be granted a non-exclusive, worldwide, royalty free license to publish and distribute any and all User Content upon its submission to the Service for the sole purpose of its display on Lincus. This license shall be deemed revoked in the event that User Content is deleted or otherwise removed from Lincus by the User who posted it.
- 7.3 Users shall be responsible for the enforcement of all intellectual property rights

in their User Content. Under no circumstances will the Company be a party to or assist in any intellectual property claims that a User may wish to pursue against another party for the infringement of the intellectual property rights subsisting in their User Content.

## **8. Company Intellectual Property**

8.1 Subject to the exceptions in Clauses 7 and 9 of these Terms and Conditions, all Content included on Lincus including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of the Company, or its affiliates. By continuing to use Lincus Users and acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

8.2 Subject to Clause 9 of these Terms and Conditions Users may print, reproduce, copy, distribute, store or in any other fashion re-use Content from Lincus for personal purposes only, unless otherwise indicated on Lincus or unless given express written permission to do so by the Company. Personal use includes, but is not limited to, recreational use, social use, and use in education as a student or teacher. Specifically Users and agree that:

8.2.1 Use of the Content of Lincus for commercial purposes is not permitted;  
and

8.2.2 Users may not systematically copy Content from Lincus with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by the Company.

## **9. Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 8 of these Terms and Conditions to use Content from Lincus. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

## **10. Fair Use of Intellectual Property**

Any and all material from Lincus may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

#### **11. Links to Other Websites**

Lincus may contain links to other websites. Unless expressly stated, these websites are not under the control of the Company or that of our affiliates. The Company assumes no responsibility for the content of such websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of the Service or of those in control of it.

#### **12. Links to this Web Site**

Those wishing to place a link to Lincus on other websites may do so only to the home page of the site (<https://lincus.rescontechologies.com/>) without prior permission. Deep linking requires the express permission of the Company. Those wishing to place Deep links must contact the Company at: [lincus@onemedicalgroup.co.uk](mailto:lincus@onemedicalgroup.co.uk).

#### **13. Termination and Suspension**

If a User breaches any of the provisions of Clause 4 of these Terms and Conditions the Company reserves the right to suspend or terminate that User's access to the Service. Any Users banned in this way must not attempt to use Lincus under any other name or by using the access credentials of another User, with or without the permission of that User.

#### **14. Privacy**

Data will be collected from Users of the Service and processed by Rescon Ltd (data controller) to help them live the healthiest life possible. This may also include observed, derived or inferred Data.

14.1 Users must provide an email address, password and gender during registration. All other Data can be entered at the discretion of the User when using the platform.

14.2 Without limitation, any of the following Data may be collected:

14.2.1 Name

- 14.2.2 Date of birth
- 14.2.3 Gender
- 14.2.4 Contact information (e.g. email, phone number, address)
- 14.2.5 Job title
- 14.2.6 Profession
- 14.2.7 Demographic information
- 14.2.8 IP address
- 14.2.9 Web browser type and version
- 14.2.10 Operating system
- 14.2.11 Cookie information
- 14.2.12 All other Data inputted into the site, either directly, or through import through a device, application or external provider
- 14.3 Email address will be used for security communications and effective delivery of the Service.
- 14.4 In accordance with the General Data Protection Regulation (GDPR) Data will be processed on the following lawful bases:
  - 14.4.1 Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract with the data subject or to take steps to enter into a contract
  - 14.4.2 Processing is necessary for compliance with legal obligation
  - 14.4.3 Processing is necessary to protect the vital interests of a data subject or another person
  - 14.4.4 Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller
  - 14.4.5 Necessary for the purposes of legitimate interests pursued by the controller or third party, except where such interests are overridden by the interests, rights or freedoms of the data subject.
- 14.5 In accordance with the General Data Protection Regulation (GDPR) Data submitted by Users of the Service will be:
  - 14.5.1 Protected by National and International Laws

- 14.5.2 Used for the best interests of the Users
- 14.5.3 Retained by Rescon indefinitely
- 14.6 In accordance with the General Data Protection Regulation (GDPR) Data submitted by Users of the Service may be:
  - 14.6.1 Shared with health and social care systems and services
  - 14.6.2 Used for research and public interest
- 14.7 In accordance with the General Data Protection Regulation (GDPR) Data submitted by Users of the Service will remain in the EU.
- 14.8 Users can access their Account at any time to view their own Data or export/download a copy of their Data at any time. Rescon Ltd can also respond to written requests from a User or a third party entitled to act on behalf of an individual to provide the User with copies of their personal data held on them.
- 14.9 Access to Data submitted by Users of the Service will be controlled with suitable physical, electronic and managerial procedures in place to safeguard and secure User Data.
- 14.10 Users have a right to complain to the Information Commissioners Office (ICO) if they are concerned with the way Data is handled.
- 14.11 To deliver you the best possible service, Lincus may interoperate with non-clinical services and systems including Fitbit, Apple Health and Google Fit.
- 14.12 Lincus does not integrate with clinical services however plans to in the future.
- 14.13 To deliver the best possible service Lincus may utilise or access your personal data that is held in a nationally provided service such as the National Health Service. It may also read data from an external clinical service or patient record. It may also write data to an external clinical service or patient record.
- 14.14 Your anonymous (direct identify hidden and grouped) or pseudonymised (direct identity hidden) personal data may be available for other systems to consume if it is for health and care or public interest research.
- 14.15 Your personal data may be shared in a pseudonymised (direct identity hidden) form with third party analytics systems for processing for your best interests to deliver the best possible Service for you. The processed data may then also be anonymised (direct identity hidden and grouped) for health and care or public interest research.

- 14.16 Your data will never be shared by other systems for direct commercial gain by Rescon Ltd, the data controller of Lincus.
- 14.17 If you have any questions about the Terms and Conditions, Information Governance or Data Processing across Lincus platforms, please contact the Data Protection Officer: [DPO@onemedicalgroup.co.uk](mailto:DPO@onemedicalgroup.co.uk).

## **15. Cookies**

- 15.1 Rescon may set and access first-party Cookies on your computer. Cookies that may be placed on your computer are detailed in Schedule 1 to this Policy. These Cookies are integral to the services provided by Lincus to you.
- 15.2 You can choose to enable or disable Cookies in your web browser. By default, your browser will accept Cookies, however this can be altered. For further details please consult the help menu in your browser. Disabling Cookies may prevent you from using the full range of Services available on Lincus.
- 15.3 You may delete Cookies, however you may lose any information that enables you to access Lincus more quickly.

## **16. Disclaimers**

- 16.1 The Company makes no warranty or representation that the Service will meet Users' requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all computer systems, that it will be secure and that all information provided will be accurate. The Company makes no guarantee of any specific results from the use of the Service.
- 16.2 No part of the Service is intended to constitute advice and neither the Content nor the User Content of Lincus should not be relied upon when making any decisions or taking any action of any kind.
- 16.3 The information on Lincus is not designed with commercial purposes in mind. Commercial use of Lincus is prohibited by these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and the Company makes no representation or warranty that the Content or User Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 16.4 Whilst every effort has been made to ensure that all descriptions of services

available from the Company correspond to the actual services available, the Company is not responsible for any variations from these descriptions.

## **17. Limitation of Liability**

17.1 To the maximum extent permitted by law, the Company accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of Lincus, the Service or any information contained therein. Users should be aware that they the Service and all Content and User Content at their own risk.

17.2 Nothing in these Terms and Conditions excludes or restricts the Company's liability for death or personal injury resulting from any negligence or fraud on the part of the Company.

17.3 The Company accepts no liability for any disruption or non-availability of Lincus or the Service resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## **18. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## **19. Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

## **20. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **21. Notices**

21.1 All notices under these Terms and Conditions shall be in writing and be deemed

duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.

21.2 Notices shall be deemed to have been duly given:

21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

21.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

## **22. Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of England and Wales.

Any dispute relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

## **23. Changes to this Policy**

Rescon reserves the right to change these Terms and Conditions as deemed necessary from time to time or as may be required by law. Users will be notified of any changes.

## **24. Information Governance and Confidentiality Do's and Don'ts**

### **24.1 Do:**

24.1.1 Safeguard the confidentiality of all person identifiable or confidential information that you come into contact with.

24.1.2 Password protect computers with access to person identifiable or confidential information, particularly if leaving the computer for any length of time.

24.1.3 Challenge and verify where necessary the identity of any person who is making a request for person identifiable or confidential information and

ensure they have a need to know.

24.1.4 Share only the minimum information necessary.

24.1.5 Transfer person identifiable or confidential information securely when necessary.

24.1.6 Report actual or suspected breaches of confidentiality.

**24.2 Don't:**

24.2.1 Share passwords or leave them lying around for others to see.

24.2.2 Share information without the consent of the person to which the information relates, unless there are statutory grounds to do so.

24.2.3 Use person identifiable information unless absolutely necessary, anonymised the information where possible.

24.2.4 Collect, hold or process more information that you need, and do not keep it for longer than necessary.