

END USER LICENCE AGREEMENT

Who we are and what this agreement does

We, the Tavistock and Portman Foundation NHS Trust, license you to use the NCL Waiting Room platform (**Platform**) as permitted in these terms.

Your privacy

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [*Privacy Policy*](#) and it is important that you read that information.

If you are accessing data inputted by others, then you are responsible for obtaining the appropriate consent to do so.

You must be 12 years old or over to create an account on the Platform

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will advise you on the website of any changes to these terms. You will be deemed to accept the changes when you next use the Platform.

If you do not accept the notified changes, you will not be permitted to continue to use the Platform.

Update to the Platform and changes to the service

From time to time, we may automatically update the Platform and change the service to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

We are not responsible for other websites you link to

The Platform may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

We are not responsible if you share your account details with a third party

We do not recommend that you share your account details to the Platform with any third party, and doing so is at your own risk.

Licence restrictions

You agree that you will:

- be responsible for all content and data to be processed by the Platform and you will control the processing and use of that content and data. We will not be responsible for any fault or error in any such content or data;
- not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform in any form, in whole or in part to any person without prior written consent from us;
- not copy the Platform, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security; and
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform nor permit the Platform or any part of them to be combined with, or become incorporated in, any other programs.

Acceptable use restrictions

You must:

- not infringe our intellectual property rights or those of any third party in relation to your use of the Platform, including by the submission of any material (to the extent that such use is not licensed by these terms); and
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform.

Intellectual property rights

All intellectual property rights in the Platform belong to us and the rights in the Platform are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

Limitations to the Platform. The Platform is provided for general information regarding mental health and wellness. The information has been carefully selected with the input from medical professionals, but the information by definition is generic. The information shared is also one part of a wellness strategy. The Platform does not give medical advice, nor does the Platform provide medical or diagnostic services.

You should not rely on the information provided but use it as a resource for educational purposes. You should also take advice from a professional who can understand your needs and where this information fits into that broader strategy. The Platform should not be considered as a substitute for professional advice. Although we make reasonable efforts to update the information provided by the Platform, we make no representations, warranties or guarantees, whether express or

implied, that such information is accurate, complete or up to date. You use the Platform at your own discretion.

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 or for fraud or fraudulent misrepresentation.

Please back-up content and data used with the Platform. We recommend that you back up any content and data used in connection with the Platform, to protect yourself in case of problems with the Platform.

For dormant accounts, your personal data will be retained for up to two years after the account becomes dormant and then it will be securely deleted.

If a user requests their account with NCL Waiting Room is closed, data will be retained for up to one year after the account is closed and then it will be securely deleted.

We may end your rights to use the Platform if you break these terms

We may end your rights to use the Platform at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the Platform:

- you must stop all activities authorised by these terms, including your use of the Platform; and
- your personal data will be retained for up to one year following the ending of your rights to use the Platform and then it will be securely deleted.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this agreement and where you may bring legal proceedings

These terms are governed by English law. You and we both agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.