

End-User Terms and Conditions for use of the Hate-ID App

THIS AGREEMENT IS MADE BETWEEN THE END USER OF THIS APP AND THE UNIVERSITY OF DURHAM, WHOSE REGISTERED ADDRESS IS THE PALATINE CENTRE, STOCKTON ROAD, DURHAM, DH1 3LE.

WHEREAS:

You are about to access the Hate-ID App (the "App") designed to Hate-ID, software designed by researchers at the University of Durham (hereinafter "the University") with the aim of Hate-ID.

The content and functions made available via the App is owned, maintained and provided to you by the University of Durham ("us", "we", or "the University") whose registered address is the Palatine Centre, Stockton Road, Durham, DH1 3LE United Kingdom as represented by the Foundation Centre.

By proceeding with download, of the App, including accessing or utilising any of the services or content therein you hereby agree to be legally bound by the following terms and conditions (the "Terms"). If you do not wish to accept and agree to be bound by these Terms, please do not download, use or access the App. Doing so implies your express acceptance of these terms. Your use of the App is at all times governed by the Terms as set out below, which should be read in conjunction with:

- A. any details provided within the pages relating to the App in regards to its operation; and
- B. any terms relating specifically to the content available via the App as detailed therein.

1) General

- a) We reserve the right to update or amend these Terms at any time, and therefore in continuing use of the App and any content or service therein following any such change, you shall be deemed to be granting your acceptance of such change. It is therefore your responsibility at all times to check the Terms regularly to ensure you are aware of any such change. We reserve the right at all times to terminate your access to any or all of the services provided on the App at any time, without notice, for any reason, including without limitation, breach of these Terms.
- b) The App and its contents (including without limitation the App design, text, graphics and all software and source codes connected with the

App and its services) shall at all times remain the property of, and copyright to the University, and are protected by copyright law.

- c) You may not:
 - i) copy, reproduce or create derivative works from the App;
 - ii) provide the App to any a third party, without the express written permission of the University;
 - iii) sublicense, rent, sell or lease any portion of the App; nor
 - iv) use the App in any manner not authorised by these terms.
- d) The App is protected by copyright, trade marks, patents and other intellectual property rights and laws. In accessing the App you agree that you will access the contents solely for your personal, non-commercial use. Except for your downloading, copying and/or printing of pages of the App for your personal use, none of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed.
- e) You hereby acknowledge that the App is currently in the process of being developed and is experimental in nature. The App may not be at the level of performance or compatibility of a final, generally available product offering and may not operate correctly. The App may subsequently be substantially modified or withdrawn at the sole discretion of the University.
- f) Your use of the App is at your sole discretion and risk and may produce unintended or erroneous results. You accept that the App is provided to you "as is" without any warranty, and the University expressly disclaims any and all warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose or error free operation.
- g) The content of the App is intended for information purposes only and should not be considered to constitute any form of advice or recommendation upon which specific decisions should be made. The University has taken steps to ensure the materials contained on its Tool are current and accurate, but to the fullest extent permitted by law the University hereby excludes

any warranty, whether express or implied, by statute at common law or otherwise, relating to the App and the material contained on the App. In particular (but without limitation of the above), the University gives no warranties as to quality, accuracy, timeliness, completeness or fitness for a particular purpose of the App or of the material contained in it. The University shall not be responsible for any use you may make of any information contained on the App, how such information may be interpreted or any reliance that may be made on the same. The University provides no guarantee that the information contained herein is fit for any particular purpose.

- h) To the fullest extent permitted by law, the University shall not be liable for any claims, costs, penalties, loss (whether direct, indirect or consequential and whether economic or special loss of any nature), damages or expenses arising from the use or from the inability to use the App. The University does not accept liability from reliance on information or advice contained on the App or from any unauthorised access or alteration to the App by a third party.
- i) In order to access the App, you understand are required to open an account with the University and to register for a username and password in order to do so. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under the details of such an account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will we be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password. You may not use another person's account at any time.
- j) Any information you may submit to the App, other than personal data that is covered by the University's Privacy Policy, will be treated as non-confidential and the University shall be entitled to reproduce, distribute and communicate that information to others without restriction and without obligation. By submitting information to the App, you warrant that such information:
 - i) is your own original work and that you have the right to make it available the University; ii) is not defamatory; and
 - iii) does not infringe any law.
- k) By submitting any information to the App, you hereby agree to indemnify the University against all liabilities, costs and damages (including legal

expenses) that may be incurred by the University as a consequence of any breach of the warranties expressed above and you agree to waive any moral rights to your contribution.

- l) The University, its representatives, employees, officers and agents shall not be liable for any loss or damages or expenses of any kind including without limitation compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property or claims by third parties howsoever arising (save for death or injury caused by the University's negligence or that of its representatives, employees, officers and agents) in connection with the copying or use of any information or material contained in or referred to on the App or otherwise from the use of the App.
- m) The University reserves the right to withdraw the App at any time and without prior warning. The University will endeavour to advise users of the App in advance of any such withdrawal, whether such withdrawal, but is under no obligation to do so.
- n) Durham University, University of Durham and the University of Durham logo are either trade marks of the University and therefore the same may not be reproduced without our prior written consent. Other organisation and company names referred to on this Tool are the trade marks of their respective owners as indicated.

2) Data Protection and Privacy Policy

- a) You understand and agree that in accessing the App, you will gain direct access to the Personal Data of your patient in connection with his or her use of DREX. The University shall at all times ensure all appropriate consents have been taken from the patient concerned prior to sharing any such Data with you.
- b) You undertake to ensure that such Data is held in the strictest of confidence, and is only used for the purposes of:

Hate-ID

And always strictly in accordance with the Data Protection Act 1998.
- c) Where you provide us with any personal information from which we can identify you as a living individual (whether by taking that information by itself or when using it in

conjunction with other information which we hold or are likely to hold) we shall process such information only in accordance with the provisions of the Data Protection Act 1998.

- d) We will not collect any personal information about you, except where it is specifically and knowingly provided by you, for example when you register as a user of the App or request information or provide us with feedback on the App. We do not sell or share any information about you as an individual user of this Tool unless you agree to us doing so.
- e) Any personal data you submit to the App will be used according to these principles:
 - i) Your data will be stored securely on the server hosting this Tool;
 - ii) We will never sell or transmit your data to any third party, unless required to do so by law;
 - iii) We won't collect personal information about you without your knowledge.

3) General

- a) Nothing in the Terms is intended to confer or purports to confer on any third party any right to enforce any provision of these Terms.
- b) Should any provision or provisions of the Terms be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be severed and the remaining terms shall survive and continue in full force and effect and remain binding and enforceable.
- c) These Terms shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts. Where you use the App outside of the United Kingdom you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.