



PASCOM-10 Database Terms & Conditions of Use

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY AS BY PROCEEDING TO USE PASCOM-10 YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS PASCOM-10.

Reference in these terms & conditions to “**Terms**” means to these terms & conditions of use, to “**PASCOM-10**” means to the PASCOM-10 software database available via our website, to “**Data**” means the information, data, results, findings, opinions, patient comments, materials and all other content from time to time accessible to you via PASCOM-10 (including, without limitation, such content that you from time to time input into PASCOM-10), to **we, us** and **our** means to the Society of Chiropractors and Podiatrists of 1 Fellmongers Path, Tower Bridge Road, London SE 3LY, and to **you** and **your** means to you, the user of the PASCOM-10.

1 Grant and scope of licence

- 1.1 In consideration of your agreement to abide by the Terms, we grant to you a personal, non-exclusive and non-transferable licence to use PASCOM-10 and the Data in accordance with these Terms.
- 1.2 You are entitled to access PASCOM-10 as you have received the relevant training to do so and have gained registered approval from us. In order to retain your rights of access you must undertake any further training and accreditation that we from time to time deem necessary. Should you fail to do so, we reserve the right to withdraw your registered approval and remove your access to PASCOM-10 and the Data.
- 1.3 You agree that you shall only submit Data into PASCOM-10 which is true, accurate and up-to-date in all respects and which is applicable to podiatry treatment. You shall not alter, amend, vary or improve any Data from the actual results that you have obtained from your work.
- 1.4 You acknowledge and agree that the Data is compiled and recorded within PASCOM-10 by our members and that we do not edit or control, and are not liable for, the content of the Data. The Data does not necessarily reflect our opinions and we give no recommendation or endorsement in respect of such Data.
- 1.5 Without limitation to the other provisions of these Terms, we reserve the right for any reason whatsoever and in our sole discretion to remove Data from PASCOM-10 at any time and without notice.
- 1.6 We give no guarantee or warranty as to the accessibility or availability of PASCOM-10 and/or the Data. We may, in our sole discretion and at any time without notice, discontinue access temporarily or permanently to the whole or any part of PASCOM-10 and/or the Data by you and/or any other users and we shall not be liable to you or any third party in respect of any losses, liabilities or damages suffered on incurred in respect of such actions.
- 1.7 You acknowledge and agree that:
 - (a) PASCOM-10 AND THE DATA ARE SUPPLIED FREE OF CHARGE AND ON AN “AS IS” AND “AS AVAILABLE” BASIS AND HAVE NOT BEEN DEVELOPED TO MEET YOUR



INDIVIDUAL REQUIREMENTS OR THOSE OF ANY OTHER MEMBER OF THE SOCIETY FOR CHIROPODISTS AND PODIATRISTS;

- (b) YOU USE AND RELY UPON PASCOM-10 AND/OR THE DATA ENTIRELY AT YOUR OWN RISK;
- (c) We make no warranty that access to PASCOM-10 and/or the Data will be uninterrupted, timely, secure, or free of bugs or errors. You further agree that should you become aware of any such issue with PASCOM-10 and/or the Data you will advise us of the same as soon as possible by e-mail at enq@scpod.org or by telephone at 0845 450 3720;
- (d) We make no warranty as to the availability with PASCOM-10 or of any Data that you or any other person submits to PASCOM-10.

1.8 Should you breach these Terms and/or otherwise misuse PASCOM-10 and/or the Data, we shall be entitled at our discretion to prevent your further use of PASCOM-10 and the Data and to report your actions to the Professional Conduct Committee and/or the Health Professions Council for disciplinary action pursuant to our Code of Conduct.

2 Your undertakings

2.1 In consideration for us granting you access to PASCOM-10 and the Data, you shall:

- (a) keep your user log-in details and password secret and confidential and not disclose them to any other person whatsoever;
- (b) not permit any other person to use PASCOM-10 unless we agree otherwise in writing;
- (c) ensure that all Data that you from time to time input or enter into PASCOM-10 is true, accurate and up-to-date in all respects and that you shall immediately correct any errors or inaccuracies made within such Data;
- (d) ensure all Data is entered on an anonymous basis as provided for within PASCOM-10's options so as to provide for patient confidentiality;
- (e) obtain and maintain separate consent from your patient before inputting or entering into PASCOM-10 any Data concerning that patient's condition;
- (f) only use PASCOM-10 in respect of podiatric information;
- (g) notify your hospital/NHS organisation that you are submitting Data to PASCOM-10, including by notifying the data compliance officer for your hospital/NHS organisation;
- (h) for so long as any Data that you have created is accessible within PASCOM-10, retain written evidence and documentation which fully supports all statements that you make within such Data and, subject to appropriate confidentiality obligations and compliance with relevant laws and medical practices and procedures, permit us to access such written evidence and documentation to verify your statements;



- (i) not copy the whole or any part of PASCOM-10, except where such copying is incidental to the normal use of PASCOM-10;
 - (j) not sub-license, loan, translate, merge, adapt, vary, modify, disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of PASCOM-10, or attempt to undertake any such activities.
- 2.2 You expressly grant to us a worldwide, royalty free, perpetual and irrevocable right and licence to use and make available for our own purposes, and for those of any other person or entity, all Data that you from time to time input into PASCOM-10. You further agree that all such Data may be freely used, copied, published, translated and distributed in any and all mediums and for any and all purposes whatsoever, including (without limitation) for advertising and promotional purposes by others.
- 2.3 You hereby waive all moral rights in connection with the copyright in the Data that you input into PASCOM-10.
- 2.4 You agree that in accessing and using PASCOM-10 you shall NOT:
- (a) defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others;
 - (b) publish, distribute and/or disseminate any harmful, obscene, indecent, unlawful, libellous, profane, defamatory, infringing, inappropriate, hateful, or racially, ethnically or otherwise objectionable material or information;
 - (c) input Data that infringes (or is likely to infringe) any patent, trade mark, trade secret, copyright, rights of privacy or publicity, or other intellectual property rights of any other person or entity;
 - (d) input any personal data whatsoever of any person or any other details from which the identity of a person can be ascertained, other than your own personal details as requested in relevant fields;
 - (e) input Data that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships, including Data concerning an individual for which you have not obtained the individual's prior consent to disclosure;
 - (f) transmit, email or post any material that contains in any form software viruses or other harmful programs such as Trojan horses, worms, time bombs, cancel-bots, computer code, files or other programs designed to interrupt, destroy or limit the functionality of PASCOM-10 or the hardware or telecommunications equipment used in connection with it;
 - (g) remove any copyright, trade mark or other proprietary rights notices contained in or on PASCOM-10, the Data and our website;
 - (h) falsely state, impersonate, or otherwise misrepresent your identity, including without limitation by using a pseudonym, or misrepresenting your current or



previous positions and qualifications, or your affiliations with a person or entity, past or present.

- 2.5 You agree that we shall be entitled to monitor and audit your use of PASCOM-10 for the purpose of ensuring that you are complying with these Terms.
- 2.6 You shall indemnify us and hold us harmless against any and all actions, claims, proceedings, costs, expenses and damages (including reasonable legal and other professional fees) that we suffer or incur due to your failure to comply with and/or breach of contract in respect of, the provisions in Terms 2.1 and 2.4.

3 Support

- 3.1 Should you have any queries as to the use of PASCOM-10, please contact us by e-mail at enq@scpod.org or by telephone at 0845 450 3720 and we will use our reasonable endeavours to respond to your support request within a reasonable time period.

4 Intellectual property rights

- 4.1 You acknowledge and agree that all and any intellectual property rights subsisting in PASCOM-10 and the Data belong to us and our licensors and that you have no rights in, or to, PASCOM-10 or the Data other than the right to use them in accordance with these Terms.
- 4.2 You acknowledge that PASCOM-10 is made available to you via the Internet and that you have no right to have access to PASCOM-10 in source code or object code form.
- 4.3 Your use of PASCOM-10 in accordance with these Terms shall not infringe the intellectual property rights of a third party.

5 Exclusion of liability

- 5.1 Nothing in these Terms shall limit or exclude the liability of either party for death or personal injury resulting from negligence, or for fraud or fraudulent misrepresentation.
- 5.2 Subject to Term 5.3, we shall not be liable to you for any of the following losses suffered by you, your employer, your patients or any other person or entity arising out of or in connection with your use of PASCOM-10:
 - (a) loss of income;
 - (b) loss of business profits or contracts;
 - (c) business interruption;
 - (d) loss of the use of money or anticipated savings;
 - (e) loss of information;
 - (f) loss of opportunity, goodwill or reputation;
 - (g) loss of, damage to or corruption of data; or



- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 5.3 Subject to Terms 5.1 and 5.2, our maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall be limited to the sum of £50,000.
- 5.4 These Terms set out the full extent of our obligations and liabilities in respect of the supply of PASCOM-10 and the Data. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in these Terms.
- 5.5 Any condition, warranty, representation or other term concerning the supply of PASCOM-10 and/or the Data which might otherwise be implied into, or incorporated in, these Terms, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 5.6 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control.

6 Termination

- 6.1 We terminate your use of PASCOM-10 at any time in the following circumstances:
 - (a) you breach any of these of Terms and you fail to remedy (if remediable) such breach within 7 days after the service of written notice requiring you to do so;
 - (b) you cease to be a member of the Society of Chiropractors and Podiatrists, or in the circumstances that you are a non-podiatrist approved user you leave the organisation as an officer of the SCP or a clerical officer under the purview of a member of the Society for Chiropractors and Podiatrists;
 - (c) you cease to maintain the relevant training and registration requirements for use of PASCOM-10;
 - (d) a petition for a bankruptcy order to be made against you has been presented to the court; or
 - (e) any company of which you are director, officer or employee becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).
- 6.2 Upon termination for any reason:



- (a) all rights granted to you under these Terms shall cease;
- (b) you must cease all use of PASCOM-10 and the Data and all other activities authorised by these Terms. The licence that you grant us pursuant to Term 2.2 to use your Data shall survive the termination of your right to use PASCOM-10 and the Data.

7 Transfer of rights and obligations

- 7.1 These Terms are binding on you and us, and on our and your respective successors and assigns.
- 7.2 You may not transfer, assign, charge or otherwise dispose of these Terms, or any of your rights or obligations arising under them, without our prior written consent.
- 7.3 We may transfer, assign, charge, sub-contract or otherwise dispose of these Terms, or any of our rights or obligations arising under them.

8 Notices

All notices given by you to us must be given in writing for the attention of the Company Secretary at the Society of Chiropractors and Podiatrists, 1 Fellmongers Path, Tower Bridge Road, London SE 3LY or by e-mail to [xxx]. We may give notice to you either by e-mail or post at the e-mail or postal address that we have on record for you as a member of the Society of Chiropractors and Podiatrists. Notice will be deemed received and properly served 24 hours after an e-mail is sent (provided no failure to transmit response is received) or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee and no failure to transmit response was received.

9 General

- 9.1 If we fail at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 9.2 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 9.3 These Terms and any document expressly referred to in them represents the entire agreement between us in relation to the licensing of PASCOM-10 and the Data and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing. You acknowledge that, in entering into these Terms, you have not relied on



any representation, undertaking or promise given by us or implied from anything we have said prior to you agreeing to these Terms, except as expressly stated in these Terms.

- 9.4 Neither you nor we shall have any remedy against the other in respect of any untrue statement made by the other, whether orally or in writing, prior to the date you agreed to these Terms (unless such untrue statement was made fraudulently) and the only remedy in respect thereof shall be for breach of contract as provided in these Terms.

10 Law and jurisdiction

These Terms and their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts.