

## 1 INTRODUCTION

It is imperative that all Mapmyhealth products are accompanied by clear set of Terms of Use that define what a user can and cannot do with the product and associated service, what they should expect from the product and associated service and define Mapmyhealth's obligations with respect to the product and the service provided to the user.

## 2 SCOPE

This document covers the terms of use for Mapmydiabetes® only.

## 3 LEGAL CONTEXT

This document is an agreement between the user of Mapmydiabetes® and Mapmyhealth Limited and governs the terms of use of the Mapmydiabetes product and associated service. It will be used to enforce any legal position set out in the document.

A user of Mapmydiabetes must agree to the most current version of the Terms of Use or they will not be able to use the product or associated service.

## 4 POLICY

1. Welcome to Mapmydiabetes (the "**Service**"), a service operated by Mapmyhealth Limited ("**Us**", "**Our**", "**We**"), a company registered in England and Wales with Registered Number **7989820**.
2. Your use of the Service is governed by these terms of use, together with the privacy policy, cookie policy and any other documents referred to in these policies. **If you do not agree to these terms of use, you will not be able to use the Service.**

### SERVICE RESTRICTIONS

3. You may only use the Service if you are a UK resident and aged 18 and over.

### THE SERVICE DOES NOT PROVIDE MEDICAL ADVICE OR TREATMENT

4. Neither we nor the Service offers medical advice or treatment. The Service provides information and tools intended to help you manage your diabetes by recording details of your treatment and lifestyle (for example, your activities, medication and diet) that you may have previously recorded in a paper log, and by providing tips to maintain a healthier lifestyle.
5. The Service must only be used for the management of your diabetes with the involvement of your healthcare professional (HCP).

6. Any information accessed through the Service is for informational purposes only and does not and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects.
7. The Service should never be used during a medical emergency. **You should call 999 or your doctor for all medical emergencies.**
8. You must consult your HCP, doctor or other qualified healthcare professional if you have any questions about a medical condition, or before taking any drug, changing your diet, exercise plans or commencing or discontinuing any course of treatment.
9. Do not delay obtaining or ignore professional medical advice because of information accessed through the Service.

### SERVICE AVAILABILITY

10. Whilst we endeavour to ensure that Service is normally available 24 hours a day, we shall not be liable if for any reason the Service is unavailable at any time or for any period.
11. Access to the Service may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

### YOUR CONDUCT

12. You are responsible for keeping your password safe and you must not share your password with anyone or allow anyone else to access your account.
13. You are prohibited from posting or transmitting to or from the Service any material:
  - a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to advocate bigotry, incite religious racial or ethnic hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
  - b) which is the personal information or sensitive personal information of another person or otherwise violates the privacy of another person; or
  - c) for which you have not obtained all necessary approvals and/or licences; or
  - d) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party; or
  - e) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
  - f) promotes or advertises any pharmaceutical product; or
  - g) to send unsolicited communications advertising any product that you sell whether or not you have any direct or indirect commercial interest in increasing the sales of that product; or

h) impersonates or misrepresents your affiliation with any person or entity.

14. You may not misuse the Service (including, without limitation, by hacking).
15. We shall co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of this condition.

## LICENCE

16. You are permitted to print and download from the Service documents and other files for your own personal use on the following basis:

- a) downloaded and/or or printed files are not modified in any way;
- b) no graphics from the Service are used separately from the corresponding text; and
- c) all copyright and trademark notices (whether our own, or those of the NHS or other licensor) appear in all copies.

17. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Service (including without limitation photographs and graphical images) are owned by us or our licensors and we grant you a personal, revocable, non-assignable, and non-exclusive licence to use the Service for the duration of your use of the Service. This licence will terminate when you close your user account or otherwise conclude your use of the Service

18. Mapmydiabetes is a registered trade mark.

19. Use of any extracts from the Service other than in accordance with this clause is prohibited for any purpose.

20. Any rights not expressly granted in these terms of use are reserved by us.

21. You may not resell or redistribute the Service, or any part of it.

## YOUR ACCOUNT

22. All information uploaded by you to the Service on registration and thereafter must be accurate and complete.

23. You are responsible for the security of your password safe and you must not share your password with anyone or allow anyone else to access your account.

24. You must immediately notify us of any unauthorised use of your password or account by emailing [contact-us@mapmyhealth.co.uk](mailto:contact-us@mapmyhealth.co.uk)

## USE OF YOUR INFORMATION

25. Please refer to our [Privacy Policy](#)

**CONTACT**

26. We reserve the right to contact you in order to update you on important changes to the Service.

**MODIFICATION AND TERMINATION OF THE SERVICE**

27. We may place limits on, modify, suspend or terminate the Service generally, and may suspend or terminate your use of the Service if you fail to comply with these terms of use. This suspension or termination may delete your information, files, and other previously available content. If we terminate the Service or your use of it, these terms of use will also terminate, (but for paragraphs 2, 4, 6, 7, 8, 9, 14, and 15 which shall continue to be effective after termination.

**CHANGES TO THESE TERMS OF USE**

28. We may change these terms of use and will post the modified version on this page providing a summary of the changes made. If you do not agree to the modified terms of use, you should stop using the Service. Your continued use of the Service after the date the modified terms of use are posted will constitute your acceptance of the modified terms of use.

**GENERAL LEGAL TERMS**

29. These terms of use together with our privacy policy and cookie policy and any other documents referred to in these policies represent the entire agreement between you and us related to the Service, replacing any prior agreements.

30. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the essential purpose of the unenforceable provision.

31. We may assign our obligations, in whole or in part, at any time and without notice to you. The Service governed by these terms of use is solely for your benefit and ours. It is not for the benefit of any other person.

**DISCLAIMER**

32. We endeavour to ensure that the information on the Service is correct. We do not warrant the accuracy and completeness of the material on the Service. We may make changes to the material on the Service, at any time without notice.

33. The material on the Service is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Service on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law) which, but for this legal notice, might have effect in relation to the Service.

**LIABILITY**

34. We, and any third party involved in or otherwise associated with creating, producing, maintaining or delivering the Service, and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Service in any way or in connection with the use, inability to use or the results of your use of the Service, any services linked to the Service or the material on it, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Service or your downloading of any material from the Service or any services linked to the Service.
35. Nothing in this legal notice shall exclude or limit our liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded or limited under applicable law.

**GOVERNING LAW AND JURISDICTION**

36. These terms of use shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of use (including any non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.