

End-User Terms and Conditions for use of OxVPS

You are about to access the Oxford Visual Perception Screen (“OxVPS”) Clinician Portal (the “Portal”) designed to enable Clinicians to utilise OxVPS. OxVPS is a screening tool designed by researchers at the University of Durham and the University of Oxford with the aim of attempting to assist in identifying matters requiring further investigation and/or referrals in relation to individuals who suffer from visual perception problems.

The content made available via the Portal is 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.

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- A. any details provided within the pages relating to the Portal in regards to its operation; and
- B. any terms relating specifically to the content available via the Portal 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 Portal and/or OxVPS 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 Portal at any time, without notice, for any reason, including without limitation, breach of these Terms.
- b) You acknowledge that as between you and us, the University owns the copyright and other intellectual property in the Platform and its contents (including without limitation the Portal design, text, graphics and all software and source codes connected with the Portal and its services) and you agree that you shall not obtain any right, title or interest in or to the copyright or other intellectual property rights in respect of the Platform or its contents other than as expressly granted to you under these Terms.
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 - i) copy, reproduce or create derivative works from the Portal or its contents;
 - ii) provide the Portal or access to it or any of its contents to any third party, without the express written permission of the University;
 - iii) sublicense, rent, sell or lease any portion of the Portal or any of its contents; nor
 - iv) use the Portal or any of its contents in any manner not authorised by these terms.
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- e) You hereby acknowledge that the Portal and its contents are or may currently be in the process of being developed and are experimental in nature. The Portal and its contents may not be at the level of performance or compatibility of a final, generally available product offering and may not operate correctly. The Portal and any of its contents may subsequently be substantially modified or withdrawn at the sole discretion of the University.
- f) Your use of the Portal and therefore any of its contents is at your sole discretion and risk and may produce unintended or erroneous results. You accept that the Portal and its contents are 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 Portal 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 the Portal 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 Portal and the material contained on the Portal. 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 Portal 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 Portal, 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 Portal or any of its contents. The University does not accept liability from reliance on information or advice contained on the Portal or from any unauthorised access or alteration to the Portal by a third party.
- i) In order to access the Portal and its contents, you understand you are required to submit the University's OxVPS registration form to the University for approval. The submitted registration form will need to include your name, email address, location, and a short description of your intended use of the Portal. The University will, at its sole discretion, consider the submitted registration form and whether to approve your access and use of the Portal and its contents. You are responsible for maintaining the confidentiality of any username and password relevant to your use of the Portal and also for all activities which take place in connection with your use of the Portal and its contents. You agree to immediately notify us of any unauthorised use of the Portal or any other breach of these Terms. 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 (if any).

- j) Any information you may submit to the Portal, other than Personal Data, 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 Portal, you warrant that such information:
 - i) is your own original work and that you have the right to make it available to the University;
 - ii) is not defamatory; and
 - iii) does not infringe any law.
- k) By submitting any information to the Portal, 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 Portal or otherwise from the use of the Portal.
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2) Data Protection

- a) You undertake to ensure that Personal Data you access through use of the Portal is held by you in the strictest of confidence, and is only used strictly in accordance with applicable data protection laws. The meaning of "Personal Data" for the purpose of these Terms shall be as determined under the data protection laws applicable in the UK from time to time.
- b) 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 data protection laws applicable in the UK from time to time.
- c) 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 Portal or request information or provide us with feedback on the Portal or its contents. We do not sell or

share any information about you as an individual user of the Platform unless you agree to us doing so.

3) General

- a) Feedback: We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Platform and its contents. If you provide any of these things, we may use it without restriction or compensation to you. We may request feedback from you by way of surveys connected to your use of the Platform and its contents at periodic intervals. You agree to use best efforts to complete and return such surveys sent to you regarding your use of the Platform.
- b) 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.
- c) 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.
- d) The Portal and its contents are provided by us in the English Language. You may not make or use any other translations of the Portal or its contents unless provided by us, or unless such other translation is otherwise explicitly agreed to by us in writing.
- e) 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 Portal 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.