

MyWay Clinical - Terms and Conditions

This website is operated by MyWay Digital Health Ltd on behalf of NHS Commissioning Groups/NHS Trusts.

1. You may access and use this website if you agree to be legally bound by the terms set out below. If you do not agree to be legally bound by the terms, please do not access and/or use this website.
2. These terms of use govern your use of this website, including any use of MyWay Clinical (MWC). We (MWDH) may revise these terms of use from time to time. You will be legally bound by the revised terms from the first time that you use this website after the revised version is displayed here.
3. This web application is to help you care for people with diabetes in your catchment area. Local GPs, practice nurses, hospital doctors, nurses, dieticians, podiatrists, psychologists, and other health professionals, administrators, and managers, who support the clinical management of people with diabetes, may need to use this service. An individual's role will dictate whether they can access individual patient records and/or population level reports and dashboards.
4. Subject to paragraph 5, we assume no responsibility for any claims, losses or damages howsoever caused (whether direct or indirect) arising out of the contents of this platform, except to the extent that such liability cannot be excluded by law.
5. These terms of use do not seek to exclude or limit in any way our liability to the user for personal injury or death caused as a result of our negligence or seek to exclude or limit our liability for fraud or fraudulent misrepresentation by us.
6. Please note that this service is commissioned for use in your specified diabetes region and only registered users will be allowed into the platform.
7. You shall not reverse engineer, decompile, copy or adapt any software or other code or scripts that form part of this website nor attempt to transmit to or via the website any information that contains a virus, worm, trojan, or other harmful or disruptive components.
8. We cannot guarantee uninterrupted access to this website, or the sites to which it links, or that this website or its supporting systems are free of viruses, worms, trojans, or other harmful or disruptive components. We accept no responsibility for any damage arising from the unavailability of this website or the information it contains.
9. This website contains links to other sites. We do not monitor the content on third-party websites. We do not accept any responsibility for the content of any

third-party website and a link to another site in no way constitutes our endorsement of the contents therein.

10. If you have also commissioned the accompanying patient MyWay Diabetes (MWD) platform then please also refer to the Terms and Conditions of this platform.
11. You may create hypertext links to our website.
12. If you submit personal information to us through this website, it will be used in accordance with our privacy policy.
13. We make every effort to ensure the security of data held on and transmitted to and from the platform. This service is provided on a secure, NHS-approved managed service provider platform within the boundaries of the HSCN. MWDH complies with the NHS Digital Data Security and Protection Toolkit, is ISO27001 certified, and Cyber Security Essentials accredited. In addition, we perform annual independent Penetration testing. We will not be responsible for the interception of data transmitted using third-party services.
14. Much of the clinical decision support within this website is derived from and in some cases has been adapted from NICE (National Institute for Health and Care Excellence), NHS England and Diabetes UK. You shall not copy, reproduce or redistribute any material contained in our website without obtaining our written consent.
15. Any advice or alerts or risk prediction outputs, within the MWC platform, are purely advisory and based on the information (data) available to the MWC system. MWDH cannot vouch for the completeness of the data within the platform (particularly data being integrated from third-party systems). All advice is purely advisory, and any clinical decision should be made by the practitioner using medical acumen and taking account of all information available to them including, where relevant, information not on the MWC platform.
16. To the extent that it is practically possible, if you breach the terms we may terminate your access to any part of this website at any time without notice.
17. These terms of use shall be governed by and interpreted in accordance with the laws of England and Wales and you agree to submit to the jurisdiction of the courts of England and Wales in respect of any disputes which may arise in relation to our website.
18. If any of these terms or part of these terms are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.