

Enabling earlier and faster cancer diagnosis across the NHS

C The Signs Terms Of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY REGISTERING TO USE THE C THE SIGNS APP YOU AGREE TO THESE TERMS. UPDATES CAN BE ACCESSED VIA: <https://www.cthesigns.com/terms-of-use>

Information about Us

These are the terms of use for www.cthesigns.co.uk (Site). The Site is operated by C The Signs Limited (We, Us or Our). We are a limited company registered in England and Wales under company number 10683539 and have Our registered office at Gridiron Building, 1 Pancras Square, London, England, N1C 4AG. Our VAT number is GB 274060712.

Your use of the Site will be subject to these terms of use and by using the Site you agree to be bound by them. If you do not agree to these terms, you must not use Our Site.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of Our website and the diagnostic tools and information available via Our applications (Services):

- [Our Privacy Policy](#) , which sets out the basis on which We process any personal data We collect from you, or that you provide to Us.
- [Our Cookie Policy](#) , which sets out information about the cookies on Our site.

Our Services are offered to healthcare professionals only, and are not made available to the general public. By registering to use Our Services, you confirm that you are a healthcare professional working for a GP practice or other healthcare organisation that either has a licence with Us to use the Service, or is affiliated to an Integrated Care Board that has a contract with Us to use Our Services.

Licence to use our Services

In return for you agreeing to abide by these terms, We grant to you a limited licence to register with Us and use Our Services. You acknowledge that the licence may be terminated if you do not agree to Our terms. You agree that your use of Our Services is subject to a number of restrictions, and you will not:

- reproduce any content generated through the use of Our Services except as part of the normal use of the Services to support a specific patient journey, in which case the content

may be downloaded or printed to share with that specific patient, or other healthcare professionals involved in their care;

- use the Services in any unlawful manner, or for any unlawful purpose or in a way that is not permitted under these licence terms;
- copy the application, the underlying technology, or any of the content except as part of the normal use of the Service, or collect or harvest information or data from Our Services;
- transmit or upload any illegal or inappropriate material, or material that is defamatory, offensive or objectionable;
- translate, merge, adapt, vary, alter or modify the whole or any part of the Services, nor incorporate them into any commercial service or program;
- disassemble, decompile, reverse engineer or create any derivative work based on the Services, or any of the underlying technologies except to the limited extent permitted in law;
- use the Services in a manner that is fraudulent, malicious or harmful, including by hacking into or inserting malicious code, or harmful data, or damaging, disabling or overburdening Our systems or security.

Your account and password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Us at info@cthesigns.co.uk

Accessing Our Services

Our Services are made available free of charge for individual health practitioners, although payment for some of Our services may be made by other NHS funded bodies or third sector charitable organisations.

Our Services offer guidance and support through a diagnostic pathway reflecting the guidance issued by the National Institute for Health and Care Excellence or your Integrated Care Board, but do not amount to advice, nor confirmation of any diagnosis, pathway or treatment option, and you should seek specialist advice.

We do not guarantee that Our Services or any content on them will always be available or will operate uninterrupted. Access to Our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Services without notice. We will not be liable to you if for any reason Our Services are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to Our Services. You are also responsible for ensuring that all persons who access Our Services through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. If you have any difficulties accessing the Services, with your user name/password or log-in details or if you identify any inaccurate information please contact Us at info@cthesigns.co.uk

Contact and newsletter

By registering with Our service, you also agree to Us being able to send you a newsletter twice a month. We may also contact you with service updates, or where there are foreseen or unforeseen interruptions to the service.

Changes to Our Services and these terms

The content and technology supporting Our Services, together with local and national care plans is continually evolving and changing, we recommend that you use our App to ensure that you are using the most up to date and appropriate pathway for the benefit of your patient.

We may change or modify Our Services at any time to update the content, improve quality or performance, enhance functionality and/or to address security or operational issues.

As information is continually changing, We do not guarantee that all the content is up to date, and Our Services may contain information that is out of date – please contact Us at info@cthesigns.co.uk if you identify any out of date content.

We may revise these terms of use at any time by amending this page. We will notify you of any significant changes that We may make, but please check this page from time to time to take notice of any changes We have made, which will be binding on you if you continue to use Our Services.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in Our Services and the underlying content and technologies, and in the material published on or in them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts of content made available by a specific search or investigation through Our Services for the benefit of a specific patient journey which includes permission to copy and record information in a patients' health record. This includes sharing the information with other professionals engaged in supporting a specific patient.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

The status of the authors of content within Our Services must always be acknowledged.

If you use Our Services in breach of these terms, your right to use all aspects of Our Service, including Our website and the applications will cease immediately.

Qualifications and Limitation of Our liability

Nothing in these terms of use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that We cannot exclude or limit under English law.

If We fail to comply with these terms, We will be responsible to you for loss or damage that you suffer that is a foreseeable result of Our failure to comply with these terms, or Our failing to use reasonable care and skill. Our liability to you, as the healthcare professional user of Our Service is limited to the sum of £100. You understand that the Services are provided to you free of charge and on an "as is" basis. We take reasonable steps to ensure that information is accurate, but we cannot guarantee that all the content is complete, and up to date.

The Services have not been developed to meet your individual requirements. We do not recommend, endorse or make any representation about the efficacy, appropriateness or suitability of any specific tests, products, procedures, treatments, services, opinions, health care providers or other information that may be contained on or available through the Services. You acknowledge that you are using the Services to support your own clinical diagnosis and that We take no part in the diagnosis or clinical pathways for any specific patient or condition, and We will not be and are not responsible or liable for any advice, treatment, diagnosis or any other information or services that you obtain through our Services.

You acknowledge that you will not hold Us liable in any way in respect of any claim that may arise between you and any patient or third party. We confirm that we have arrived at the information available through Our Services after careful consideration of the evidence available, including relevant commissioning guidelines introduced by an Integrated Care Board or Alliance or

Vanguard, as well as the NICE guidelines. We expect that any professionals reviewing and considering the information available and accessed via the Services will take this information fully into account, alongside the individual needs, preferences and values of their patients or service users.

Any guidelines or information We may provide via the Services does not override the responsibility of healthcare professionals to make decisions appropriate to the circumstances of the individual patient, in consultation with the patient and/or their carer or guardian. To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Our site or any content on it, whether express or implied.

We will not be liable to you or any other user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, any of Our Services; or
- use of or reliance on any content displayed as part of Our Services;
- any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our Services or to your downloading of any content on them, or on any website linked to them;
- the content of websites or apps linked via Our Services. Such links should not be interpreted as endorsement by Us of those linked websites or apps.

We will not be liable for any loss or damage that may arise from your use of them. If defective digital content that We have supplied damages a device or digital content belonging to you, We will either repair the damage or pay you reasonable compensation. However, We will not be liable for damage that you could have avoided by following accepted cyber security practices, or any advice to apply an update, or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Us.

We assume no responsibility for events outside Our control. If Our provision of the Services or support is delayed by an event outside Our control We will take steps to minimise the effect of the delay, and We will not be liable for delays caused by the event.

Governance and Security

C the Signs is compliant with the NHS Information Governance Toolkit Level 2. The tool is classified as a Class I Medical Device with CE marking, regulated by the Medicines and Healthcare Products Regulatory Agency. C the Signs is part of the NICE (National Institute for Health & Care Excellence) Endorsement Program. We do not guarantee that Our Services will be secure or free from all bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access Our Services. You should use your own virus protection software.

You must not misuse Our Services by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our website or technology and you must not attack Our Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this term, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Services will cease immediately.

Patient Data

Whilst We will access patients NHS numbers for the purposes of linking their records with you GP practice, we are acting as data processor under the Data Processing Agreement ("DPA") between us and (inter alia) your GP practice. We will not access patient records in a way that identifies individual patients other than in accordance with our obligations under the DPA or as otherwise required by law.

We will use anonymised and aggregated patient data and, by accessing our Services, you agree to us doing this in respect of any patient data you add to the Service.

Ending your licence to use Our Services

We may suspend your user name/password log-in access to Our Services at any time where We have reason to believe you have not complied with these terms, or where security is compromised.

We may end your rights to use Our Services at any time by contacting you if you have broken these terms in a serious way, or if the Services are no longer being paid for by a third party on your behalf. If what you have done can be put right We will give you a reasonable opportunity to do so.

If We end your right to use the Services, you must stop all activities authorised by these terms, including your use of the Services.

Applicable law

These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales. Our Services are provided for health practitioner use, in the course of their employment only, and not for consumers or domestic use.

Miscellaneous Terms

We may deal in any way with all of Our rights under these terms and conditions to any third party or agent. You may only transfer your rights to use the Services to another person with Our permission in writing.

Any notice given by either of Us to the other under these terms shall be in writing and shall be delivered personally or by first class post addressed to the address given by you or to Our registered office, or by email to the email address given by you or to info@cthesigns.co.uk . Any notice so delivered shall be deemed received if delivered personally at the time of delivery, if by first class post at 9am on the second business day after posting and at 9am on the next following business day if sent by email. This shall not apply to service of proceedings or any other legal action.

No failure or delay by either of Us in exercising Our rights under these terms and conditions shall constitute a waiver, nor shall it prevent or restrict either of Us exercising that right.

If you are not happy with the way We are providing Our Services, please contact Us to explain your concerns and allow Us an opportunity to put it right. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Contact Us

To contact Us, please email info@cthesigns.co.uk