



Howz Terms and Conditions

'Organisation' refers to the customer organisation using the Howz platform

'Howz' and 'we' refers to Howz as providers of the platform (Howz is a trading name of Intelesant Ltd)

These terms and conditions apply to your use of Howz's platform and analytics technology (including any data or content available through such technology) used by you, the customer in line with an agreed contract.

At the start of the contract The Organisation is required to nominate one or more individual members of staff to act as organisation admin. This role has the ability to remove access to the system and responsibility to nominate other staff members as users and designation of their access and role.

The Organisation will be required to identify Groups to be set up within the system. Access by staff users is controlled at a Group level - any member with access sees all sites within that Group - and so it is expected that this is used appropriately.

The organisation admin is responsible for all members within their organisation and the access rights they are given. Requests will be sent to Howz to set up stating the email address, role, and Group access required but it remains the organisation admin responsibility for their approval and their continued access to the system. Howz provide two factor authentication for access to the system. This is available for everybody. We recommend this is switched on for all users to maximise security to the system. It is the organisation's responsibility to mandate this with their users, not the responsibility of Howz. Howz is displaying the outputs of all sensors and all analytics onto the platform and are responsible for the processing and analysis outputs and the presentation of the information within the platform. Howz are using machine learning and AI to display the results effectively.

Howz requires no identifiable information for the individuals and can operate solely on the use of a pseudonym. The organisation using the platform is wholly responsible for the data inputted into the Howz system for the individual. This includes any referral information, any health information, any personal identifiable data entered into the system. If the organisation decides to enter personal identifiable information into the system, it is their responsibility to ensure that this is protected and handled accordingly. Howz will use commercially reasonable efforts to ensure that the Services are available twenty-four hours a day, seven days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades, emergency repairs, or due to failure of telecommunications links or equipment, or due to similar reasons. Howz will take reasonable steps to minimise such disruption where it is within Howz's reasonable control. Howz should not be used for the provision of emergency services at any point. Howz will notify users if there is an interruption to service longer than 1 hour and Howz will make every attempt to restore provision of the platform the earliest opportunity.

Users are required to advise Howz if there is any interruption to service or any malfunction on the site by contacting info@Howz.com and detailing the concerns. Howz do not take responsibility for monitoring access to the system nor the monitoring of any individual sites nor the consistency and availability of sensors hub status on the site. This remains the responsibility of the user organisation who have supplied the equipment and contact with the users of the system and the residents of the homes being monitored.

You will be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the modified terms. If at any time you do not agree to this Agreement, you must terminate your use of the Services.

The Organisation is wholly responsible for the installation of the sensors, appropriate positioning of sensors and the appropriate consent and permissions for use of the system. It is recommended by Howz that there is a DPIA completed for every project using the Howz platform. There must be a data processing agreement or data sharing agreement in place between Howz and The Organisation which covers how the processing of data by Howz under contract with the commissioning organisation.

The data collected on this site is used in machine learning and development of the service. At the end of a contract, the data will be stored in accordance with Howz data retention policy but can be adjusted according to a partner's needs. When the data is at the end of its retention period, the identifiers will be overwritten and deleted within the system. The data will be retained as it is part of the machine learning process. However, this is an anonymous process and cannot be traced back to the individual once the pseudonym is removed.

The information presented in this system must be reviewed by a human as part of an assessment process for any individual. Howz must be provided in addition to standard care and is in no way set to replace standard care at this point. The organisation is responsible for monitoring of sites, decisions taken around individuals at those sites and communication with families where family members are given access to the information. This is via the Howz app and this is also the responsibility of the organisation to ensure full consent and correct access is given including the correct email address provided where output reports are provided. These are to be used as an adjunct to existing care and not as a replacement for existing care and must be reviewed by the responsible individual before they are shared widely or used as part of a decision making process.

Downloading information from the site must be in accordance with the host Organisation policies and procedures. The Organisation is responsible for enforcing control policies on downloading and the use of any downloaded information.

Howz recommends that all users undergo Data Protection Training within their organisation before accessing the Howz system. Howz also recommends a minimum of annual review of user access and the removal or adjustment of access as appropriate. Howz is not responsible for managing user access.

Howz requires all users to be responsible for their own actions and act responsibly and professionally, and respecting the colleagues, suppliers, partners and citizens. As a user you are responsible for any changes or information added/deleted from the system and the impact this may have. Any text added to the system must comply with the agreed personal identifier guidelines for the contract minimising personal identifiers wherever possible. Language used must be respectful at all times.

All use of the platform including information added, amended, or deleted by a user will be tracked for audit purposes, and may be used by Howz or your organisation to review appropriate use of the system.

Howz is the sole and exclusive owner and will retain all right, title and interest in and to the Services. You will not copy or store any portion of the Services other than for your personal, noncommercial use, without prior written permission from Customer.io, or from the applicable copyright holder. All trademarks, service marks, and trade names that appear on the Services are proprietary to Howz or third parties. You will abide by all copyright notices and restrictions contained in the Services. Subject to the terms and conditions of this Agreement, Howz grants you and your Authorised Users a nonexclusive, nontransferable, revocable right (without right to sublicense) to access and use the Services, solely for your and your Authorised Users' internal business purposes. Except as provided in this Section, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Services in whole or in part. Additionally, you will not attempt to circumvent any of Howz's technical measures, or decompile, reverse engineer, or disassemble the Services.

Any feedback relating to the Platform that you provide Howz, you give Howz, without charge, royalties, or other obligation to you, the right to make, have made, create derivative works, use, share, and commercialize your Feedback in any way and for any purpose. Howz will not be required to treat any Feedback as confidential, and will not be liable for any ideas or incur any liability as a result of any similarities that may appear in future Services.