## My Surgery Website – Site Terms and Conditions of Use

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern My Surgery Website's relationship with you in relation to this website.

## Legal Identity

The term 'My Surgery Website' or 'us' or 'we' refers to the owner of the website. The term 'you' refers to the user or viewer of our website. By using the My Surgery Website Prescription System, or any other services of My Surgery Website, you are agreeing to be bound by the following terms and conditions.

As a condition of your use of this website, you warrant to My Surgery Website that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- You must provide accurate and complete registration information any time you register to use the prescription ordering service. You are responsible for the security of your passwords and for any use of your account. You must immediately notify My Surgery Website of any unauthorized use of your password or account.
- This website contains material which is owned by or licensed to us. This material includes, but is not to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without My Surgery Website's prior written consent.
- Technical support is only provided to paying general practices and not to any other parties. You must not upload, post, host, or transmit unsolicited e-mail, SMSs, or 'spam' messages.

- You must not transmit any worms or viruses or any code of a destructive nature.
- You must not breach nor attempt to breach the security of this website.
- You understand that My Surgery Website uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- In no event shall My Surgery Website and/or its suppliers be liable for any indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of this website or with the delay or inability to use this website, or for any information, products, and services obtained through this website, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise, even if My Surgery Website or any of its suppliers has been advised of the possibility of damages. Except in relation to liability for death or personal injury, for which no limit applies, the liability of My Surgery Website and/or its respective suppliers for direct loss arising out of the use of this Website, whether based on contract, tort, strict liability or otherwise, is to the total value of the transaction under which the claim arises for any one event or series of connected events.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

This agreement constitutes the entire agreement between the User and My Surgery Website with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and My Surgery Website with respect to this Website.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **Modification of These Terms and Conditions**

My Surgery Website reserves the right to change the terms, conditions, and notices under which this website and it's services are offered.