

Terms & Conditions - eLearning

Terms of use and Disclaimer

1. This website, <u>elearning.knowdiabetes.org.uk</u>, is operated by MyWay Digital Health Ltd.

2. 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:

3. These terms of use govern your use of this website, including any use of the MyWay Digital Health services. We (MyWay Digital Health) 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.

4. This website is for people with diabetes and their families and friends to complete diabetes structured education courses. All the information that is provided on this website has been created in consultation with people with diabetes and many healthcare professionals that specialise in diabetes medicine. This website is provided for information only and is not intended to meet your health or medical needs.

• In a life-threatening emergency, dial 999.

• If you need urgent health advice but it's less urgent than 999, or you need urgent treatment for symptoms, you can contact the NHS 111 service by dialling 111.

If you need health help in a language other than English, dial 111. Simply mention the language you wish to use when the NHS 111 operator answers your call. They can arrange a confidential interpreter service in many languages. If you have difficulties communicating or hearing, you can use the NHS 111 service through a textphone by calling 18001 111.

5. Subject to paragraph 6, we assume no responsibility for any claims, losses or damages howsoever caused (whether direct or indirect) arising out of the contents of this website, except to the extent that such liability cannot be excluded by law.

6. 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.

7. Please note that this service is designed solely for use in the UK. Users trying to access information from abroad will only receive service information relevant to the UK.



8. 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 component.

9. 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.

10. 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.

11. This website uses YouTube to host some of the videos created by and associated with MyWay Digital Health and, while we take the utmost care to ensure only video clips specifically related to our website are visible, we cannot control the standard YouTube interface. As a result we cannot control and are not responsible for, the viewing of any 'related content' not created by and for MyWay Digital Health.

12. You may create hypertext links to our website.

13. If you submit personal information to us through this website, it will be used in accordance with our <u>privacy policy</u>.

14. The internet is not a secure medium for communication. We cannot guarantee that any information you submit to us through our website or by email will arrive safely or be secure from interception by third parties.

15. Much of the advice within this website is derived from and in some cases has been adapted from material produced by the NHS and, as such, is subject to the NHS terms and conditions. You shall not copy, reproduce or redistribute any material contained in our website without obtaining our written consent.

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.

19. If you are under 16 years of age, you should seek your parent's or guardian's guidance about any information given on this website and/or any concerns regarding your health.