

TERMS OF USE

IQemo – RAMSAY HEALTH CARE UK AUTHORISED USERS

The use of 'We', 'Us' or 'Our' refers to Ramsay Health Care UK Operations Limited ('Ramsay'), and any group in the entity as applicable.

The use of 'You' or 'Your' refers to any person who has been invited to use the cloud based system, provided by IQ Healthcare Limited ('iQemo').

1. By Using IQemo You Accept these Terms

- a) These Terms of Use are legally binding and apply to your access to and use of IQemo.
- b) By using IQemo you confirm that you accept these Terms of Use and that you agree to comply with them.
- c) We recommend you print a copy of these Terms of Use for future reference.

2. Other terms that may apply to you:

- a) This Ramsay Health Care UK Privacy Statement
- b) Ramsay Facility Rules
- c) Applicable Data Protection Legislation and National Guidance.

3. In these Terms of Use:

- a) iQemo has developed and provides a cloud-based chemotherapy e-prescribing, dispensing and nursing administration system that enables health care professionals to securely prescribe their patients chemotherapy from any location with an internet connection based on pre-configured regimes.
- b) Ramsay invites you to use the iQemo platform to view patient's treatment to assist your consultant(s) to work safely and effectively and in accordance with Ramsay policy:
 - a. [CMM-017 Policy for the Safe Prescribing Handling and Administration of Systemic Anti-Cancer Therapies \(SACT\)](#)

4. We May Make Changes to These Terms

- a) We may modify or amend these Terms of Use by including a modified or amended version in the "Terms of Use" link.
- b) These Terms of Use apply at all times. Please check the Terms of Use regularly so that you are aware of how they apply to you.

- c) You will be deemed to have agreed to any such modification or amendment to these Terms of Use by your use of the IQemo Platform following the date in which the modified or amended Terms of Use are posted in the "Terms of Use" link.

5. Requirements for IQemo

- a) IQemo requires your computer, telephone, internet access, device and associated equipment to meet certain technical levels (System Requirements) in order to access the IQemo Platform. Ramsay takes no responsibility for problems associated with or arising from your inability to access the IQemo Platform due to your equipment or internet speed not meeting the System Requirements.

6. Your use of IQemo

- a) You may only use IQemo and access the IQemo Platform if you have been provided permission by the Lead Cancer Pharmacist or the Chief Pharmacist.
- b) Should you become aware of any known breach or compromise of the system you must notify Ramsay's Data Protection Officer without delay at:
dataprotectionofficer@ramsayhealth.co.uk
- c) You must ensure the confidentiality and security of data held within the system is maintained at all times when accessing the system. Your IQemo account details must remain secure at all times and passwords should not be stored on any device used to access the IQemo Platform.
- d) For security purposes, please ensure that all software and operating system updates are installed on the device used to access the IQemo Platform. You must not access the IQemo Platform from a publicly accessible device.
- e) Any data held within the IQemo Platform must not be copied, downloaded, stored, or retained on your device.
- f) You must ensure that any data uploaded to the IQemo Platform is appropriate and has legitimate grounds under applicable data protection legislation to be shared.
- g) We reserve the right to monitor the use of the IQemo Platform and to terminate your access to the IQemo Platform if you fail to comply with these Terms of Use.
- h) You only access patient records that you need too to carry out your work.

7. We are not responsible for viruses and you must not introduce them

- a) We do not guarantee that the IQemo Platform will be free from bugs or viruses.
- b) You are responsible for configuring your own technology and access to the IQemo Platform.
- c) You must not misuse the IQemo Platform by knowingly introduce viruses. When uploading any attachments, ensure content has been checked for viruses.

8. Disclaimers

- a) IQemo is provided on an "as is" and "as available" basis. We disclaim any warranties, express, implied or statutory, that may be expressed or implied by law

which are capable of being contracted out of regarding IQemo, including warranties of accuracy, merchantability, fitness for a particular purpose, or non-infringement. We further disclaim any warranties regarding the security, reliability, timeliness, availability and performance of IQemo.

- b) Without limitation to section 8(a), we make no warranty regarding the ownership, continuation, suitability or fitness for use of third party intellectual property used in IQemo.
- c) We do not warrant that you will have continuous and uninterrupted access to IQemo or that IQemo will conform to any particular service levels or performance specifications.
- d) We do not warrant that IQemo is free of any form of harmful surreptitious code, virus or other contaminants. We do not accept any liability for any interference with, or damage to, your computer systems, infrastructure, software or data occurring in connection with IQemo.
- e) IQemo may contain links to other websites. You acknowledge and agree that we have no responsibility for the content or availability of the linked websites and we do not specifically endorse any organisation, association or entity referred to or linked from IQemo.
- f) You acknowledge that your use of the IQemo Platform is entirely at your own discretion and risk and, to the extent permitted by law, we expressly exclude all liability for any loss, damage, expenses and costs incurred by you in accessing and using IQemo, including but not limited to:
 - a. use for a purpose for which it is not intended;
 - b. the inability to obtain consistent, reliable and uninterrupted access to IQemo; and
 - c. damage or interference to any piece of hardware, software, equipment or device installed on or used in connection with your use and access to the IQemo Platform, or your internet data that arises in connection to your use of IQemo, its content or any linked website.

9. Copyright and trademarks

- a. IQemo including (without limitation) content, material text, graphics, information architecture and coding (including any copyright subsisting in them), is owned by us or licensed to us.
- b. Nothing in these Terms of Use shall be deemed to grant you any right, title or interest in IQemo.
- c. You may access the IQemo Platform where available, but may not, modify, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit IQemo in whole or in part without the prior written permission of the owner of the material.

- d. IQemo may contain trademarks owned by us and third parties. You may not display or use in any manner any trade marks featured in the IQemo Platform without the prior written permission of the trade mark owner.

10. How We Use Your Personal Information

We will only use your personal information as set out in this Privacy Statement.

11. Governing Law

Your use of IQemo, and any dispute arising out of your use of IQemo, is subject to the laws of England and Wales.

12. Amendment

We may amend or update these Terms of Use, including all incorporated policies and documents. Changes to these Terms of Use become effective upon the date that we publish such changes.

PRIVACY STATEMENT

IQEMO – RAMSAY HEALTH CARE UK AUTHORISED USERS

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The use of 'You' or 'Your' refers to any person who has been invited to use the electronic IQemo Platform.

The IQemo Platform is delivered by IQ Healthtech Limited ('IQemo'). Ramsay is the controller for the purposes of Data Protection Legislation and IQemo is the processor for the purposes of Data Protection Legislation.

This Privacy Statement is supplemental to our Privacy Notice. For further information on how Ramsay processes your data, please see our Privacy Notice at:

<https://www.ramsayhealth.co.uk/privacy-policy>.

This document describes how Ramsay and our processors collect, use, disclose and store your personal information when you use or access the IQemo Platform.

1. TYPE OF PERSONAL DATA WE COLLECT

To access create an account IQemo, on behalf of Ramsay, may collect:

- your first name, last name;
- your phone number;
- email address; and
- Professional Membership number (PIN/GPhC ect).

2. USING YOUR PERSONAL DATA AND THE LEGAL BASIS FOR PROCESSING

Ramsay's legal basis for processing your personal data under the General Data Protection Regulations (the 'GDPR'):

- Article 6 (1)(f) - the processing is necessary for an organisation's legitimate interests or the legitimate interests of a third party.

We process this data for the following purposes:

- Provide you with access to the IQemo Platform;
- Improve the quality of services and develop new ones;
- Deliver information and messages to you that have been created in reference to chemotherapy referrals that you are associated with on the IQemo Platform;
- Improve security by protecting against fraud and/or abuse and preserve any forensic details for investigation if required; and
- Conduct analytics and measurement to understand how the IQemo services are used.

3. DATA RETENTION

Any personal information you enter is retained for the duration of your live account and in accordance with our retention schedule.

4. DATA SECURITY

Ramsay is committed to ensuring the privacy and confidentiality of your personal information within its control. Although the transmission of information via the internet is never completely secure, we will use our best endeavours to protect your information from loss, misuse or alteration when it is within our control in compliance with all applicable Data Protection Legislation. We may also share your personal information with data processors who are third parties who provide elements of services for us. We will only disclose personal information that is necessary for them to provide the service that they are undertaking on our behalf. We have contracts in place with our data processors, to ensure that they only handle your information in accordance with our instruction. They will hold it securely and retain it for the period we instruct.

5. DATA SUBJECT RIGHTS

Full details of your Data Subject Rights can be located on our Privacy Notice at:

<https://www.ramsayhealth.co.uk/privacy-policy>.

6. CONTACT

If you have any concerns or questions about our use of your personal data, you can contact our Data Protection Officer via email at dataprotection.officer@ramsayhealth.co.uk

7. CHANGES TO THIS PRIVACY STATEMENT

We reserve the right to update this privacy statement at any time, and we will provide you with a new privacy statement when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

This Privacy Statement was updated on 8 March 2021