

Terms and Conditions for use of the website at www.easilog.com

General

1.1 These terms and conditions apply to the website requiring registration and secure log on at www.easilog.com. This website (referred to “the Website” in these terms and conditions) comprises a logbook and is designed for postgraduate medical trainees in the United Kingdom to collect a variety of information to evidence their training and experience.

1.2 Access is dependent upon your being registered with the General Medical Council (if accessing the site from the United Kingdom of Great Britain and Northern Ireland) or an equivalent regulatory and professional body for medical practitioners if you are accessing the site from a country other than the United Kingdom of Great Britain and Northern Ireland. Once you have registered with the Website, access to it is also dependent upon use of your authorised login credentials.

1.3 Please read these terms and conditions carefully as they govern our relationship with you in relation to the Website.

1.4 If you have any questions about these terms and conditions or do not wish to accept them, please contact us at support@easilog.com. You must accept these terms and conditions by ticking the “I agree to the terms and conditions” box during the registration process before you will be able to use the Website.

1.5 We may change these terms and conditions at any time by updating this document, in which case we will inform you by email. However you should also check this document regularly (we recommend at least annually) to review these terms and conditions to ensure you are happy with any changes. You may locate the current version of this document in the Help section of the Website.

1.6 You must not misuse the Website, including, without limitation, by hacking into it and including as explained in sections 3 and 4 of these terms and conditions.

1.7 These terms and conditions are between you, the user of the Website and Easilog Ltd, a company limited by shares and registered in England and Wales at 87 Corringham Road, London NW11 7DL, company registration number 8023816. References to “We” or “Us” or “Our” or “Easilog” in these terms and conditions shall mean Easilog Ltd.

1.9 **IMPORTANT:** Please note that you and Easilog Ltd will be data controllers in common in respect of any personal data submitted by you on the Website and in your logbook. Your obligations as Data Controllers are set out at section 11.1 of these terms and conditions. You must read these carefully and contact us using the details in section 2 if you are unsure about these obligations. You may also need to notify with the Information Commissioner as a data controller and please see section 12.7 of these terms and conditions for further information on this. In these terms and conditions, any reference to the terms “Data Controller”, Data Processor”, “Personal Data” and “Sensitive Personal Data” shall be to such terms as they are defined in the Data Protection Act 1998.

2.0 **IMPORTANT:** Please note that the Website is not designed to hold Sensitive Personal Data and in particular patient identifiable confidential medical data and you therefore must not upload such data to the Website or store such data on the Website.

Information about us

2.1 You can contact us by email at support@easilog.com.

Security and Access

3.1 By accessing the Website we assume that you are properly authorised to do so and once proceeding beyond these terms and conditions to log in to the restricted access area that you have been granted valid login credentials by us and are properly authorised by us to do so.

3.2 If you have accessed the Website but are not authorised to do so, you must not proceed further and must inform us as soon as possible so that we can deal with any maintenance or security issues as soon as possible.

3.3 In using the Website you must:

3.3.1 not input or post to the Website (except as permitted by section 12) any confidential information, third party Personal Data (especially Sensitive Personal Data) and in particular confidential medical data;

3.3.2 not disclose any information, nor act in breach of any relevant employment contract or similar in relation to your position, and/or any related policy or policies or in breach of any other agreement;

3.3.3 not disclose any ideas, materials, or works which you wish to keep confidential, or do or may wish to protect or obtain intellectual property protection for in the future.

3.4 You hereby grant to us a licence to use all information that you post or input to the Website for the purpose of meeting your training, assessment and revalidation requirements.

3.5 You must keep your login credentials and your secure log on details confidential and secure. You must not share them with anyone else nor allow any other person to access this part of our website using your details. They are for use solely by you, in accordance with these terms and conditions and not otherwise.

3.6 You must update or otherwise change your login credentials and/or other log on details whenever required by us.

3.7 You must notify us as soon as reasonably practicable if you lose, or forget your secure login credentials and/or other log on details.

Information you provide on this website

4.1 You must not post to, transmit to, or input into the Website any material:

4.1.1 which is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, blasphemous, menacing or harassing;

4.1.2 that is in breach of copyright, breach of confidence, breach of privacy or breach of contract or licence, or without licence or necessary authority;

4.1.3 which is untrue or misleading (including providing incorrect information on operations or procedures allegedly carried out by you);

4.1.4 which is unlawful or illegal, whether within England and Wales and/or elsewhere;

4.1.5 which is technically harmful (including without limitation, computer viruses, worms, Trojan horses, logic bombs, corrupted data or other harmful or malicious software and/or data); and/or

4.1.6 which amounts to Sensitive Personal Data.

4.1.7 nor hack into the website in whole or part, nor attempt to affect the website and/or its operation by any denial of service attack or similar or comparable act or omission.

4.2 We are entitled fully to co-operate with any law enforcement agency or authority or investigation, in this regard, including by identifying you and supplying your details where it reasonably appears to us to be relevant.

4.3 We reserve our right to shut down or suspend access to, the use of or operation of all or any of the Website facilities in whole or part, whether limited to your use of the Website or otherwise, in the event that we know of or suspect a breach of these terms and conditions.

Your use of this website and our intellectual property rights

5.1 We have made the Website available to you for your own non-commercial use. We may modify, withdraw or deny access to the Website at any time, including introducing charges for its use or other restricted access. In relation to substantial changes, where this relates to areas for which you are currently dependent upon the Website, we will try to give you as much reasonable notice of the proposed change(s) as practicable.

5.2 The Website and all the materials contained in it are protected by intellectual property rights, including copyright, and either belong to us or are licensed to us to use. Materials include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website, as well as other content such as articles, stories and other text.

5.3 You may not copy, redistribute, republish or otherwise make the materials on the Website available to anyone else for a commercial purpose without our prior consent in writing, save that you can download them to make a copy for personal use or study only and otherwise as permitted by section 5.4 below.

5.4 You may print or download materials from the Website for non-commercial use or copy the content to other individuals for their personal use or study provided that:

5.4.1 no materials are modified in any way;

5.4.2 no graphics are used separately from accompanying text;

5.4.3 our copyright notices appear in all copies and you acknowledge this website as the source of the material; and

5.4.4 the persons to whom you provide these materials are made aware of these restrictions.

5.5 No licence is granted to any user to make use of the Website's name and/or logo, without our prior written consent.

Our liability to you

6.1 These terms and conditions do not exclude our liability (if any) to you for:

6.1.1 personal injury or death resulting from our negligence;

6.1.2 fraud;

6.1.3 any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

6.2 We do not guarantee that the Website will be compatible with all or any hardware and software which you may use. We do not guarantee that this Website will be available all the time or at any specific time. We reserve the right to withdraw or modify the Website at any time.

6.3 To the fullest extent permitted by law, we shall not be liable, including for any indirect, special or consequential loss or economic damage (such as without limitation loss of bargain, profit, data, reputation, placement, position, learning agreement, resultant losses or otherwise), and whether in contract, tort, or otherwise, arising out of the use of the Website or the reliance on any of the information displayed on it.

Information we provide on this website

7.1 The information contained on the Website is given for general information and interest purposes only. Whilst we try and ensure the information contained on the Website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. We make no representation, nor make any warranty, about the accuracy or effectiveness of any information displayed or depicted. Users of the Website must make their own assessment of the potential effectiveness of any such information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this Website. Our liability to you as explained above remains unaffected by this.

Linking

8.1 We may link to other websites which are not within our control. When we do this, we will try and make it as clear as possible that you are leaving the Website. We are not responsible for these websites in any way, and do not necessarily endorse them. It is your responsibility to check the terms and conditions and privacy policy on any other website which you visit.

8.2 You may not link to the Website from another website without our prior consent in writing.

Contracting online

9.1 Nothing on the Website is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these terms and conditions which govern the relationship between us in relation to your use of the Website.

9.2 If you make a contract with a third party who is named or referred to on the Website, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

Governing Law and Jurisdiction

10.1 The formation, existence, construction, performance, validity and all aspects whatsoever of these terms and conditions or of any term of these terms and conditions will be governed by the law of England and Wales.

10.2 The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these terms and conditions or use of the Website.

Privacy

11.1 This section of our terms and conditions sets out how we use and protect any personal information that you give us when you use this part of our website. We are the Data Controllers for this Website and to the extent that you have control over any data that you post or input on the Website you are also acting as a Data Controller. In doing so you hereby agree to comply with all of the provisions of the Data Protection Act 1998 in respect of your use of any Personal Data or Sensitive Personal Data and in particular shall only process such data in accordance with these terms and conditions. You must not use the Website to store or process Sensitive Personal Data in particular patient identifiable confidential medical data.

11.2 We use the information you supply to provide you with a better service, and in particular for the following reasons:

- 11.2.1 to facilitate internal record keeping;
- 11.2.2 to improve our services;
- 11.2.3 to ensure logbook entries are legally compliant and in accordance with other relevant rules and conditions;
- 11.2.4 to deal with your queries;
- 11.2.5 to otherwise respond to your communication to us;
- 11.2.6 to appoint and / or allow processing by Data Processors on our behalf;
- 11.2.7 to facilitate research and/or statistical or other analysis (having removed Personal Data) for the benefit of surgery, subject to the prior consent of the data group pursuant to section 11.12;
- 11.2.8 to improve our administration and/or efficiency, including by reducing costs, in relation to the organisation (or any part of it);
- 11.2.9 by or on behalf of us to carry out research and/or statistical or other analysis in order to better understand and to try to develop and improve surgery; and/or
- 11.2.10 otherwise as may be reasonable in our legitimate interests.

11.3 Depending upon the details you supply and your request, we may contact you by e-mail, however, in most cases, we will only do so regarding matters which we believe to be in the interest of your personal development.

11.4 You can change your mind at any time about being registered with the Website by contacting our Data Protection Compliance Officer at support@easilog.com.

11.5 We may use third parties to process information in providing services to us (or any of them) to operate the website.

11.6 In relation to the Website, we will not otherwise transfer, disclose, sell, distribute or lease your personal information to third parties, or to any party or parties taking over responsibility from us, or any development of or successor to it unless we have your permission or are required by law.

11.7 You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to our Data Protection Compliance Officer at support@easilog.com.

11.8 If you think any information we have about you is incorrect or incomplete, please contact us as soon as possible. We will correct or update any information as soon as possible.

11.9 We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. Interactive areas of the Website are secured by the use of suitable technical means, such as secured layer software.

11.10 We may link to other websites which are not within our control. Once you have left our Website, we cannot be responsible for the protection and privacy of any information which you provide. You should exercise caution and look at the privacy statement applicable to the website in question.

11.11 When you register with the Website, the type of data we collect from you is updated from time to time. We also look at membership data on you held by us to add to our records.

11.12 Material and comments transmitted or posted by you to or through this website can be linked to you.

11.13 We may supply anonymised and statistical information derived from your use of the Website to third parties, including, but not limited to, organisations involved with delivering postgraduate and undergraduate medical training.

Use of Medical Training Logbooks

12.1 The rules which apply to your use of the logbook will depend upon the hospital and Trust where you work and, if relevant, your Royal College or equivalent and / or your Specialist Association. You must comply with their requirements in completing and dealing with your logbook e.g. in relation to the use of patient identifiable information.

12.2 In addition to satisfying any requirements of the organisations mentioned in section 12.1, you must not upload Sensitive Personal Data to the Website. If you think you may have uploaded Sensitive Personal Data to the Website then you must contact our Data Protection Officer at support@easilog.com and supply sufficient information for us to locate and remove the Sensitive Personal Data.

12.3 As a general guide, you must not input patient identifiable information such as name and/or address and any patient identifiable information should be limited as much as possible. It is permitted to input the relevant hospital, partial hospital number or patient date of birth.

12.4 Special care must be used when inputting data in any free fields including for “other information” accordingly.

12.5 The logbook details contain a record of medical procedures, medical clinics and patients seen by you in the conduct of your day to day training and employment, with details of activity (and such other details as may be required by your specialty).

12.6. You can only use the Website as reasonably necessary, and not for further or other reasons, in accordance with these terms and conditions and the applicable relevant rules of your hospital from time to time.

12.7 If you record or use Personal Data in a self-employed capacity (i.e. outside of your employment with the NHS or other institution), you will need to be notified personally with the Information Commissioner, in order to comply with the Data Protection Act 1998, and would need express informed voluntary consent from the patients concerned to use their data in the logbook as required. In that case, failure to comply may constitute a criminal offence. In any case, the Website must not be used for recording Sensitive Personal Data, particularly patient identifiable medical data.

12.8 Your use of an electronic logbook through the Website, at any time after reading or passing through these terms and conditions through the Website, is deemed to be consent for us to obtain and transfer the contents (including Personal Data) in any existing electronic logbook you have set up and/or completed to us, for use in accordance with these terms and conditions. You must notify us of the logbook provider and registration to this Website hereby authorises us to notify that provider and to request a download or copy of that data to the Website.

Availability

13.1 We will try to ensure that subject to required scheduled and published unscheduled maintenance and repairs, the Website is available as much as possible during 24 hours a day, 7 days a week, 365 days per year, whilst required.

13.2 Availability and operation is however dependent upon the availability of the internet.

13.3 Access and/or functions may be suspended or unavailable temporarily without notice due to unscheduled maintenance or repair or for reasons beyond our control and for which we shall have no liability.