

**ULEARN'N'CARE**  
**TERMS AND CONDITIONS FOR USERS OF**  
**ULEARN'N'CARE'S WEBSITE**

Welcome to uLearn'n'Care website. These Terms and Conditions apply to your use of this website.

By clicking the "I Agree" button below you acknowledge that you have read these Terms and Conditions and agree to be bound them.

uLearn'n'Care may modify any of these Terms and Conditions at any time in its sole discretion and may also determine whether and when the modifications apply. Any modifications shall be effective from the date of posting on uLearn'n'Care's website (<http://ulearnncare.com>).

**I. DEFINITIONS**

**"Data"** All information or other data placed on this website

**"GP"** The patient's general practitioner (including support staff)

**"Pharmacy"** The patient's pharmacy (including support staff)

**"Health Authorities"**

- (i) In New Zealand: District Health Boards, Primary Health Organisations, Department of Health and any other public or private authorities;
- (ii) Outside New Zealand: any relevant public or private health authorities and government departments, any health researcher, "researcher" approved by uLearn'n'Care Limited.

**"Site"** uLearn'n'Care's hosted application website at (<http://ulearnncare.com>).

**2. REPRESENTATIONS BY THOSE ENTERING DATA ON THE SITE**

2.1 All those entering data on the site represent:-

2.1.1 That all data entered on the site by you is true and correct;

2.1.2 That the person entering a patient's data onto the site holds a consent form in the form approved by uLearn'n'Care from time to

time signed by the patient and will retain that form and make it available for inspection by uLearn'n'Care upon request.

- 2.1.3 That the patient who has signed the consent form has been fully informed and has the capacity to understand and give such consent.
- 2.1.4 That the patient has received an explanation of their rights and been provided with a password to enable that patient to access their own personal information on the site to check and correct it if required.
- 2.1.5 That if you become aware of the inaccuracy of any information entered onto the site you will immediately correct it and notify uLearn'n'Care and take such further action as uLearn'n'Care may require.
- 2.1.6 That upon any patient withdrawing their consent you will remove any personal information applying to that patient from the site.

### **3. REPRESENTATIONS BY THOSE ACCESSING INFORMATION ON THE SITE**

- 3.1 Patients will only use that information to check that the information held by them is correct and to assess the effectiveness of their own medication.
- 3.2 GPs and pharmacies will only use the information obtained from this site to manage a patient's medication and assess a patient's progress and the effectiveness of the patient's medication.
- 3.3 Health authorities, government departments and researchers will only use the information obtained from this site to assess the effectiveness of medication, treatments and prescribing regimes and to assist with research.
- 3.4 All uses must comply at all times with the Privacy Act 1993 and any other applicable legislation and only use the site for the above purposes and for no other.

### **4. ULEARN'N'CARE'S REPRESENTATIONS**

All software, materials and related graphics and services made available at this site are provided "as is" without any representations of suitability or warranties whether oral or written, expressed or implied including but not limited to implied warranties of fitness for a particular purpose, accuracy, completeness, Title, non-infringement or any warranties relating to viruses.

**5. CHANGES AND ERRORS**

uLearn'n'Care may make changes to the software or materials at this site at any time without notice. Portions of this site may contain errors or be out of date and uLearn'n'Care makes no commitment to correct such errors.

**6. LIMITATION OF LIABILITY**

In no event shall uLearn'n'Care, its suppliers, distributors or other third parties be liable for any special, incidental, indirect or consequential damage (including, without limitations, damages for personal injury, loss of business profits, business interruption, loss of business or confidential information, loss of privacy or any other pecuniary loss arising out of the use of or inability to use software materials or any information or services available on this site or the provision of or failure to provide technical support or other services) even if uLearn'n'Care is advised of the possibility of such damages.

**7. SERVICE INTERRUPTIONS**

Temporary interruptions of services provided by uLearn'n'Care on this site may occur from time to time as normal events. uLearn'n'Care will exercise reasonable care to prevent such occurrences but in no event will uLearn'n'Care be liable for any financial or other damages due to such interruptions.

**8. SECURITY OF YOUR LOGIN INFORMATION**

You are responsible for keeping your login information secret and secure and if you suspect any breach of the security of your login information you will immediately notify uLearn'n'Care.

**9. SECURITY**

You assume the security risk for all information that you transmit to the site and uLearn'n'Care specifically disclaims any liability arising in connection with any theft or other loss of such information.

**10. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that all intellectual property rights contained in the services provided to you by uLearn'n'Care are retained by uLearn'n'Care at all times and that uLearn'n'Care is the sole owner of all intellectual property rights in relation to the services provided by the site.

## **11. APPLICABLE LAW**

The use of the site is governed by the Laws of New Zealand and you irrevocably and unconditionally submit to the jurisdiction of the Courts of New Zealand and waive any objection to legal action being brought in those Courts on the grounds of venue or inconvenience forum.

## **12. GENERAL REPRESENTATION**

You represent and agree that you will not and you will not permit any other person to:-

- 12.1 Use the site in any unlawful manner or for the invasion of another's privacy
- 12.2 Transmit any data that you do not have the right to transmit under any law or contractual or fiduciary relationship
- 12.3 Transmit any data that contains any software, routine, code instruction or virus that is designed to disable, delete, modify, damage or erase software, hardware or data on or related to the site
- 12.4 Manipulate identifiers or logins in order to disguise any data transmitted to the site or use some other person's login without authority
- 12.5 Interfere with uLearn'n'Care's site or servers or networks connected to the uLearn'n'Care site
- 12.6 Interfere with the ability of others to use the site
- 12.7 Reproduce, sell, re-sell sublicense, distribute or exploit the use of this site for any commercial purposes which have not been specifically approved herein or by uLearn'n'Care
- 12.8 Use the site in connection with the violation of any law or contract

AND you indemnify uLearn'n'Care and its successors and assigns for any breach of any representation or agreement contained in these Terms and Conditions and this clause and such indemnity shall survive the termination of the relationship between you and uLearn'n'Care.

## **13. INTERNATIONAL USE**

Recognising the global nature of the internet, you agree to comply with all local rules and laws regarding online conduct and acceptable messages and you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside or carry on business.

#### **14. INDEMNITY**

You agree to indemnify uLearn'n'Care against any claims, liabilities, costs or damages including reasonable legal fees, made by any third party or otherwise relating to or arising from your use of the site.

#### **15. SITE CONTENT**

The site and all material on the site including, without limitation, all texts, graphics and other works on the site, the site's design and coding and all computer programs used or licensed in connection with the site, the look and feel of the site and all reports generated by the site are owned by uLearn'n'Care or a third party. These materials are protected under Copyright Trademark and other laws. Except in connection with browsing the site and using the site for an authorised purpose you may not copy, download, transmit, modify, distribute or republish any of the contents displayed on the site. You may not reverse engineer, sign sub-license, transfer or otherwise exploit the use of the site or any content thereof without authority.

#### **16. DEFAULT**

Your right to use the site and the content displayed is on the terms and conditions contained herein and may also be subject to you being a party to an agreement with uLearn'n'Care or an authorised distributor for the use of the site and if you or any authorised distributor are in default in respect of any payment due to uLearn'n'Care at any time or are in breach of any of the within Terms and Conditions uLearn'n'Care may terminate your use of the site without notice.

#### **17. TERMINATION**

uLearn'n'Care may in its sole discretion terminate the supply of the services or any other benefit provided to you at any time by the site and on termination uLearn'n'Care may take such steps as it may think fit to prevent you from continuing to use the services. uLearn'n'Care has no obligation to return any of your data on termination of the services.