

TERMS AND CONDITIONS FOR THE CLINIC LOOK UP SERVICE

Eligibility for the Clinic Look Up Service

The Clinic Look Up Service is a new feature that will be available on our Site for patients to search for details of clinics who have the Tympa system and contact you directly.

This is an exciting new addition to our Site and should help and encourage patients to contact our Customers directly for ear and hearing healthcare assessments using the Tympa system.

If you wish to have specific information about your clinic available on the Clinic Look Up Service, please contact [marketing@tympahealth.com] who will provide you with access to an online form for you to complete with the required information.

By completing the online form, you agree for details of the clinic to be uploaded onto the Clinic Look Up on our Site.

Only clinics which hold and use a Tympa system will be eligible for the Clinic Look Up Service.

We make no promise that the Clinic Look Up Service is appropriate or available for use in locations outside of the UK.

By using our Clinic Look Up Service you accept these terms

By using our Clinic Look Up Service, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not provide us with content to upload onto our Clinic Look Up Service.

We may suspend or withdraw the Clinic Look Up Service

The Clinic Look Up Service shall be made available as part of your subscription. We reserve the right to charge for this service in the future.

We do not guarantee that our Clinic Look Up Service, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

There are other terms that may apply to you

Our Terms of website use [<https://tympahealth.com/terms-and-conditions/>] also apply to your use of our Site.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use the Clinic Look Up Service, please check these terms to ensure you understand the terms that apply at that time.

Content standards

These content standards apply to any and all material which you contribute to the Clinic Look Up Service and will be displayed on our Site (**Contribution**).

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

Linking and framing

You may create a link to our Site from another website to show you feature on the Clinic Look Up Service without our prior written consent provided no such link:

- creates a frame or any other browser or border environment around the content of our Site;
- implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our Site;
- displays any of the trade marks or logos used on our Site without our permission or that of the owner of such trade marks or logos; or
- is placed on a website that itself breaches this policy.

We reserve the right to require you to immediately remove any link to the Site at any time, and you shall immediately comply with any request by us to remove any such link.

Prohibited uses

You may not use the Clinic Look Up Service:

- in any way that breaches any applicable local, national or international law or regulation.
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm minors in any way.
- to bully, insult, intimidate or humiliate any person.
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- to upload terrorist content.

Breach of this policy

When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this policy constitutes a material breach upon which you are permitted to use our Clinic Look Up Service and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We also reserve the right to use or advertise your clinic on the Clinic Look Up Service if you are in breach of your Master Service Agreement with us or you have failed to make any payment due and owing to us.

If, for whatever reason, the Master Service Agreement ends between us, we shall immediately remove your clinic details from our Site.

We exclude our liability for all action we may take in response to breaches of this policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

If you are concerned about the information provided about your clinic or that another Customer has uploaded then please contact us on [marketing@tympahealth.com].

How this contract can be transferred

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.

Which country's laws apply to any disputes?

The terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.