

**TERMS AND CONDITIONS OF USE**

**Please read these Terms and Conditions carefully as they contain important information about your rights and obligations when using the Mistura Products and Services and in particular to clause 16 which covers the limitations of liability for Choice and Medication, MaPPs, and the full suite of e-learning modules ('C&M' 'MaPPs' 'candm app'). In addition, ensure clause 6 is noted regarding the returns and refund policy we employ.**

The Products and Services are owned and operated by Mistura ('we'/'us'/'our') which covers all Mistura companies listed below. The companies are located in the UK and will therefore adhere to any UK law relating to the items contained herein these Terms and Conditions.

Mistura Enterprise is a limited company (trading as Choice and Medication® and trading with candm app®), is registered in England and Wales under the following full company details:

Company Name: Mistura Enterprise Limited  
Company Registration Number: 7012554  
VAT Number: GB 101 1559 67

Mistura Informatics is a limited company (trading with MaPPs®, Whatsmydrug (Touchscreen platform) and e-learning), is registered in England and Wales under the following full company details:

Company Name: Mistura Informatics Limited  
Company Registration Number: 07844504  
VAT Number: GB 101 1559 67

Mistura Apps is a limited company (trading with MERLs (Medicines Easy Read Leaflets) and Whatsmychoice?: Patient Decision Aid Application) registered in England and Wales under the following full company details:

Company Name: Mistura Apps Limited  
Company Registration Number: 8523503  
VAT Number: GB – PENDING TBC

All Registered Offices Located at: Arch Centre for Enterprise  
Lintonville Parkway  
Ashington  
Northumberland  
NE63 9JZ

Telephone Number: 01670 818229  
Email: [sales@choiceandmedication.org.uk](mailto:sales@choiceandmedication.org.uk)  
Email: [sales@misturainformatics.org](mailto:sales@misturainformatics.org)

The term 'You' refers to the User, Buyer or Viewer of our Products and Services. By browsing on, ordering and using the Products and Services you are agreeing to comply with and be bound by these Terms and Conditions which governs our relationship with you regarding the use of any/all of our Products and Services.

**1. ACCESS**

- 1.1 You will be able to access parts of the Products and Services without having to register any details with us. However, from time to time certain areas of the Products and Services may be accessible only if you are a registered user.
- 1.2 You are responsible for making all arrangements necessary for you to have access to our Products and Services. You are also responsible for ensuring that all persons who access our Products and Services through your internet connection are aware of these Terms, and that they comply with them.
- 1.3 We make reasonable efforts to ensure that the Products and Services are available to view and use 24 hours a day throughout each year however, this is not guaranteed. The Products and Services may be temporarily unavailable at any time because of: server or systems failure: other technical issues; reasons that are beyond our control; required updating, maintenance or repair.
- 1.4 Where possible we aim to give you advance warning of any updates or maintenance to the Products and Services but shall not be obliged to do so.

**2. COMMUNICATIONS**

- 2.1 You agree that email and other electronic communications can be used as a long-distance means of communication in line with the **Mistura Privacy Policy v1.2.**

- 2.2 You acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with legal requirements that communications are in writing.
- 2.3 We will contact you direct via email should you be in breach of any of the Terms and Conditions laid out herein regarding the use of our Products and Services.
- 2.4 We will contact you by email in order to provide you with updated information on our Products and Services including for example; system failure, technical upgrades, maintenance and repair.

### **3. REGISTERING FOR OUR PRODUCTS AND SERVICES**

- 3.1 When registering you must choose a username and password if required to do so. You are responsible for all actions taken under your chosen username and password.
- 3.2 By registering on the Products and Services you undertake:
  - 3.2.1 That all the details you provide to us for the purpose of registering on the Products and Services are true, accurate, current and complete in all respects.
  - 3.2.2 You will notify us immediately of any changes to the information provided on registration.
  - 3.2.3 You are over 18 or if under 18 you have a parent or guardian's permission to register with the Products and Services in conjunction with and under their supervision.
  - 3.2.4 To only use the Products and Services using your own username and password.
  - 3.2.5 To make every effort to keep your password safe and not disclose it to anyone.
  - 3.2.6 To change your password immediately upon discovering that it has been compromised.
  - 3.2.7 To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them.
  - 3.2.8 To transmit personal data from user registration account to third parties to perform the contract we have with you as set out in the Mistura Privacy Policy v1.2
- 3.3 You authorise us to transmit your name, address and other personal information supplied by you (included updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.
- 3.4 Should it be determined that your registration details be incomplete inaccurate or false then access to products and services will be suspended immediately.

### **4. ELIGIBILITY TO PURCHASE AND PAYMENT PROCESS**

- 4.1 To be eligible to purchase the Products and Services from Mistura and lawfully enter into and form Contracts with us, you must:
  - 4.1.1 Be 18 years of age or over.
  - 4.1.2 Be legally capable of entering into a binding Contract.
  - 4.1.3 Provide full details of an address in the United Kingdom or the European Economic Area, (if you reside in the EEA), for the performance or delivery of the Services.
- 4.2 If you are under 18, you may only use the Products and Services in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Products or Services.
- 4.3 Payment can be made by cheque, credit card, debit card or BACS payment. Should you be a trust or large organisation we will accept an official purchase order from your finance department provided it is received in advance of the order being completed.
- 4.4 By placing an order, you consent to a payment being charged to your bank account or electronic payment account as provided on the order form.
- 4.5 Payment will be debited and cleared from your account before the provision of the Service to you.
- 4.6 When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third-party databases including the bank, card issuer, registered credit reference agencies and fraud prevention agencies.
- 4.7 By accepting these Terms and Conditions you:
  - 4.7.1 Undertake that all the details you provide to us for the purpose of purchasing the Services are correct and that the payment plan you are using is your own and that there are sufficient funds to cover the cost of the Services ordered.
  - 4.7.2 Authorise us to transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention.
  - 4.7.3 Undertake that any Services ordered are for private/domestic use and not to re-sale.
- 4.8 We shall contact you should any problems occur with the authorisation of your payment.
- 4.9 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your

order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our us.

## **5. ORDER PROCESS AND FORMATION OF A CONTRACT**

- 5.1 All orders are subject to acceptance and availability. If any Products or Services ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.
- 5.2 Any order placed by you constitutes an offer to purchase the Services from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.
- 5.3 You shall be responsible for ensuring the accuracy of details you provide during the order process and we will not accept an order unless all details requested from you have been entered correctly.
- 5.4 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Product or Services ordered by you from us.
- 5.5 A Contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment plan and have confirmed that we shall be providing the requested service or made it available to be downloaded. We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to buy the Services from us. The Contract will only be formed when we send you the Confirmation Notice (whether you receive it).
- 5.6 Where we agree to supply Services to you permanently or on an on-going (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase (details are provided on the Websites and individual products and applications).
- 5.7 The Contract will relate only to the Product or Services stated in the Confirmation Notice. We will not be obliged to supply any other Services which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.
- 5.8 You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.
- 5.9 You will be subject to the version of our policies and Conditions in force at the time that you order the Product or Services from us, unless:
  - 5.9.1 Any change to those policies or these Conditions is required to be made by law or governmental authority.
  - 5.9.2 We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Confirmation Notice.

## **6. REFUNDS, RETURNS AND CANCELLATION POLICY**

- 6.1 Once you have committed to purchasing our product you can't cancel the purchase unless the following conditions are met:
  - 6.1.1 You have purchased the product twice on the same device in the same billing period.
- 6.2 To prevent misunderstandings and disputes this refund policy will be clearly communicated to the cardholder prior to completing the purchase.
- 6.3 Processing refunds:
  - 6.3.1 We will notify you about your refund via email within a reasonable period of time. We will usually process a refund as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to a refund. Refunds will be made by crediting the payment card or electronic payment account you used to purchase the Services.

## **7. FULL DELIVERY PERIOD OF THE PRODUCTS AND SERVICES OFFERED**

- 7.1 The full delivery period for the Products and Services offered following purchase are as follows:
  - 7.1.1 Choice and Medication – up to a 7-day lead time from order to delivery providing all the criteria required is met in full
  - 7.1.2 MaPPs and MERLs and Whatsmydrug? up to a 7-day lead time from order to delivery providing all the criteria required is met in full
  - 7.1.3 candm app up to 24 hours from order to purchase to delivery providing all the criteria

required is met in full.

- 7.2 All Mistura Products and Services offered for global delivery refer to Products and Services licensed for UK use, (unless otherwise explicitly stated in the information). This will be communicated to the cardholder or subscriber prior to completing the purchase to ensure the buyer is aware of the country source of the information.

## **8. COST AND DESCRIPTION OF THE PRODUCTS AND SERVICES BEING OFFERED**

- 8.1 Cost and description of the Products and Services offered by us are as follows:

8.1.1 Choice and Medication:

Description - The choice and medication Website offer people information about medications used in the mental health setting to help people make informed decisions about medication. The site can be used by patients, together with a family member or a healthcare professional. It is available for health service organisation subscribers to enable access via customised web portals. Cost – Subscription based pricing scale depending on population served by the purchasing authority.

8.1.2 MaPPs:

Description – Medicines: A Patient Profile Summary (known as MaPPs), is a web-based system that produces a profile summary of all a patient's medication in electronic format which can be printed to take home and/or stored for uploading to the clinical record. Each paragraph of medicines information provides a hard copy of what a healthcare professional would say to a patient in plain English including the main uses, side effects to get worried about and other warning or monitoring required. It is available for health service organisation subscribers to enable access via customised web portals. Cost – Subscription based pricing scale depending on population served by the purchasing authority.

8.1.3 candm app:

Description – The candm app offers people information about medicines used to treat different medical conditions to help people to be better informed about the medicines they or their friends or relatives may be taking. The candm app is available by subscription delivered via a responsive mobile Website accessible by smart phone, android, tablet or PC. A downloadable icon is available if required to facilitate access to the responsive mobile web site app. Cost – Subscription based pricing scale is applicable, launch price is £4.95 per year

8.1.4 MERLs

8.1.5 Whatsmydrug?

## **9. TRANSACTION CURRENCIES**

- 9.1 All transactions unless otherwise stated shall be made in GBP, (Sterling).  
9.2 Mistura is based in the UK and this will be clearly disclosed to the cardholder immediately prior to the completion of the payment instructions.

## **10. EXPORT RESTRICTIONS**

- 10.1 There are no export restrictions on the UK information provided for any Mistura Products or Services offered, however it is known that medication uses, and laws may differ from country to country. Please refer to clause 7.2 on global delivery.

## **11. INTELLECTUAL PROPERTY**

- 11.1 The content of the Products and Services belong to Mistura and are protected by copyright (including design copyrights), trademarks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or Services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Mistura's moral rights and any similar rights in any country, (this is applicable whether registered or unregistered and including applications for and the right to apply for them in any part of the world).
- 11.2 You acknowledge that the intellectual property rights in the material and content supplied as part of the Products and Services shall remain with us or our licensors.
- 11.3 You may download or copy the content and other downloadable items displayed on the Products and Services subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Products and Services for other than personal use is expressly prohibited.
- 11.4 You may retrieve and display the content of the Products and Services on a computer screen or mobile platform, store such content in electronic form on disk (but not any server or other storage

- device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.
- 11.5 You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Products and Services.
- 11.6 You acknowledge that any other use of the material and content of the Products and Services is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.
- 11.7 No licence is granted to you to use any of our trademarks or those of our affiliated companies.

## 12. FORCE MAJEURE

- 12.1 We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation include the following:
- 12.1.1 Strikes, lock-outs or other industrial action.
- 12.1.2 Shortages of labour, fuel, power, raw materials.
- 12.1.3 Late, defective performance or non-performance by suppliers.
- 12.1.4 Private or public telecommunication, computer network failures or breakdown of equipment.
- 12.1.5 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- 12.1.6 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.
- 12.1.7 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 12.1.8 Acts, decrees, legislation, regulations or restrictions of any government.
- 12.1.9 Other causes, beyond our reasonable control.
- 12.2 Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 12.3 Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

## 13. DISCLAIMER

- 13.1 It shall be your responsibility to ensure that any Products and Services or information available through Mistura meet your specific requirements.
- 13.2 We will not be liable to you if the Products and Services are unavailable at any time.
- 13.3 We attempt to ensure that the information available on the Products and Services at any time is accurate. However, we do not guarantee the accuracy or completeness of material on the Products and Services. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them.  
We make no commitment to ensure that such material is correct or up to date.
- 13.4 All drawings, images, descriptive matter and specifications on the Products and Services are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.
- 13.5 Any prices and offers are only valid at the time they are published on the Products and Services.
- 13.6 All prices and descriptions supersede all previous publications.
- 13.7 Every effort is made to keep information regarding availability on the Products and Services up to date. However, we do not guarantee that this is the case, or that connection will always be available.
- 13.8 The Products and Services are provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no advice, warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Terms and Conditions or required by law) in relation to the information, materials, content or Services found or offered on the Products and Services for any particular purpose or any transaction that may be conducted on or through the Products and Services including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

- 13.9 We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Products and Services or that it will be timely or error-free, that defects will be corrected, or that either of the Products and Services or the server used to make the sites available are free of viruses, Trojans or bugs.
- 13.10 We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Products and Services and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Products and Services.
- 13.11 We cannot guarantee and cannot be responsible for the security or privacy of the Products and Services and any information provided by you.
- 13.12 We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.
- 13.13 You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses Trojans, worms, logic bombs, keystroke loggers, spyware, adware or any other material which is malicious. The above point includes all harmful technologically that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Products and Services or you downloading any material posted or sold via the Products and Services or from any Products and Services linked to it.
- 13.14 You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, including any other liabilities arising out of your use of our Websites or applications, or any other person accessing our Websites and applications using your personal information with your authority.
- 13.15 We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.
- 13.16 We will not be liable, in Contract or tort (including, without limitation, or negligence), in respect of a pre-Contract or other representations (other than fraudulent misrepresentations) or otherwise for:
  - 13.16.1 any economic losses (including without limitation loss of revenues, profits, Contracts, business or anticipated savings and any other consequential loss); or,
  - 13.16.2 any loss of goodwill, reputation, special or indirect loss; or
  - 13.16.3 any loss of data; or,
  - 13.16.4 wasted management or office time; or,
  - 13.16.5 any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of the Websites or any aspect related to your purchase of the Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Terms and Conditions.
  - 13.16.6 without prejudice to the Terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract. Whether or not the above is deliberate, including those listed in the clauses above it is strictly limited to the purchase price of the Services you purchased.
- 13.17 This clause does not affect your statutory rights as a consumer, nor does it affect your Contractual cancellation rights.
- 13.18 Upon purchase of any/all Mistura Products you automatically accept our full Terms and Conditions therefore you agree to abide by this disclaimer and all the points identified within.

#### **14. USE OF THE PRODUCTS AND SERVICES**

- 14.1 We provide access and use of the Products and Services on the basis that we exclude all representations, warranties and conditions to the maximum extent permitted by law.
- 14.2 You are permitted to use the Products and Services and the material contained in them only as expressly authorised by us and in accordance with these Terms and Conditions, as may be amended from time to time without notice to you.
- 14.3 We reserve the right to:
  - 14.3.1 Make changes to the information or materials on the Products and Services at any time and without notice to you.
  - 14.3.2 Temporarily or permanently change, suspend or discontinue any aspect of the Products and Services, including the availability of any features, information, database or content

- or restrict access to parts of or the entire Products and Services without notice or liability to you or any third-party user.
- 14.3.3 Refuse to post material on the Products and Services or to remove material already posted on the Products and Services.
- 14.4 You may not use the Products and Services for any of the following purposes:
  - 14.4.1 Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
  - 14.4.2 Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise.
  - 14.4.3 Breaching any applicable local, national or international laws, regulations or code of practice.
  - 14.4.4 Gaining unauthorised access to other computer systems.
  - 14.4.5 Interfering with any other person's use or enjoyment of the Products and Services.
  - 14.4.6 Breaching any laws concerning the use of public telecommunications networks.
  - 14.4.7 Interfering with, disrupting or damaging networks or Products and Services connected to the Products and Services.
  - 14.4.8 Utilisation of data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Products and Services.
  - 14.4.9 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation.
  - 14.4.10 To create and/or publish your own database that features all or substantial parts of the Products and Services.
  - 14.4.11 Making, transmitting or storing electronic copies of materials protected by copyright without the prior permission of the owner
  - 14.4.12 Knowingly introduce viruses, Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful to the Products and Services.
  - 14.4.13 Attempt to gain unauthorised access to the Products and Services, the servers on which the Products and Services are stored, or any server, computer or database connected to it.
  - 14.4.14 Attack the Products and Services via a denial-of-service attack or a distributed denial-of service attack.
  - 14.4.15 Damage or disrupt any part of the Products and Services, any equipment or network on which the Products and Services are stored, or any software used for the provision of the Products and Services.
- 14.5 A breach of this clause may be a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Products and Services will cease immediately.

## 15. SUSPENDING OR TERMINATING YOUR ACCESS

- 15.1 We reserve the right to terminate or suspend your access to the Products and Services immediately and without notice to you if:
  - 15.1.1 You fail to make any payment to us when due.
  - 15.1.2 You breach any of the Terms of these Terms and Conditions of use or the Terms and Conditions of service within the Service Level Agreements (repeatedly or otherwise).
  - 15.1.3 We suspect you have engaged, or about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Products and Services.
  - 15.1.4 When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity.
  - 15.1.5 You are impersonating any other person or entity.

## 16. REVIEWS

- 16.1 You acknowledge that any review, feedback or rating which you leave may be published by us on the Products and Services and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other Products and Services, publications or marketing materials.
- 16.2 You undertake that any review, feedback or rating that you write shall:
  - 16.2.1 Comply with applicable law in the UK and the law in any country from which they are posted.
  - 16.2.2 Be factually accurate.

- 16.2.3 Contain genuinely held opinions (where applicable).
- 16.2.3 Not contain any material that is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving.
- 16.2.4 Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence.
- 16.2.5 Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach any legal duty you owe to a third party.
- 16.2.6 Not be used to impersonate any person, or to misrepresent your identity.
- 16.3 You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Products and Services, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.
- 16.4 You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.
- 16.5 We reserve the right to publish, edit or remove any reviews without notifying you.

## **17. LINKING TO THE PRODUCTS AND SERVICES**

- 17.1 You must not create a link to the Mistura Products and Services from any other provider's Products and Services, document or any other source without first obtaining our prior written consent.
- 17.2 Any agreed link must be:
  - 17.2.1 To any of the Products and Services homepages.
  - 17.2.2 Established from a Products and Services or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted.
  - 17.2.3 Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it.
  - 17.2.4 Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists.
- 17.3 We have no obligation to inform you if the address of the Products and Services home pages changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.
- 17.4 We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice, you must immediately remove the link and inform us once this has been done.

## **18. EXTERNAL LINKS**

- 18.1 To provide increased value and convenience to our users, we may provide links to other Products and Services or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked Products and Services we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:
  - 18.1.1 The privacy practices of such Products and Services or the use which others make of them.
  - 18.1.2 The content of such Products and Services, inc. (without limitation) any advertising, content, Products, goods or other materials, Services on/or available from such Products and Services or resources.
  - 18.1.3 Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, Products, goods, materials or Services available on and/or purchased by you from such external Products and Services or resources.

## **19. LIMITATION OF LIABILITY AND INDEMNITY**

- 19.1 Notwithstanding any other provision in these Terms and Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:
  - 19.1.1 Death or personal injury resulting from our negligence.
  - 19.1.2 Fraud or fraudulent misrepresentation.
  - 19.1.3 Action pursuant to section 2(3) of the Consumer Protection Act 1987.
  - 19.1.4 Any matter for which it would be unlawful for us to attempt to or exclude our liability.
- 19.2 We will not be liable, in Contract or tort (including, without limitation, negligence), or in respect of



- pre-Contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for the below mentioned losses.
- 19.3 This includes any loss, which you suffered or incurred arising out of or in connection with the provision of any matter in these Terms and Conditions even if such losses are foreseeable or result from a deliberate breach by us or as a result of any action we have taken in response to your breach:
- 19.3.1 Any economic losses (including without limitation loss of revenues, profits, Contracts, business or anticipated savings).
  - 19.3.2 Any loss of goodwill or reputation; or,
  - 19.3.3 Any special or indirect losses; or,
  - 19.3.4 Any loss of data.
  - 19.3.5 Wasted management or office time.
  - 19.3.6 Any other loss or damage of any kind.
- 19.4 You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Terms and Conditions by you, or any other liabilities arising out of your use of this Products and Services or any other person accessing the Products and Services using your personal information with your authority. This clause does not affect your statutory rights as a consumer.

## 20. GENERAL

- 20.1 We reserve the right to change the domain address of the Products and Services and any Services, Products, product prices, product specifications and availability at any time.
- 20.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions in these Terms and Conditions and the remainder of the provision in question will not be affected.
- 20.3 All Contracts are concluded and available in English only.
- 20.4 If we fail, at any time to insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, it shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 20.5 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 20.6 No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 21. GOVERNING LAW AND JURISDICTION

- 21.1 The Products and Services are controlled and operated in the United Kingdom.
- 21.2 These Terms and Conditions will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 22. PRIVACY POLICY

- 22.1 Mistura organisations have a comprehensive Privacy Policy v1.2 available to download from: [www.choiceandmedication.org](http://www.choiceandmedication.org) and [www.misturainformatics.org](http://www.misturainformatics.org)
- 22.2 We shall be entitled to process your data in accordance with the Terms of our Privacy Policy, please view this document for further information.
- 22.3 All information provided by you will be treated securely and in accordance with the Data Protection Act 2018 (DPA2018) (as amended).

## 23. ENTIRE AGREEMENT

- 23.1 The Contract represents the entire agreement in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, oral or written.
- 23.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.
- 23.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of Contract as provided in these Conditions.

## 24. CUSTOMER SERVICE, COMMENTS AND COMPLAINTS

24.1 If you have any comments, concerns or complaints about any of the Products or Services you have ordered or purchased from us, please contact us at:

Mistura, Arch Centre for Enterprise, Lintonville Parkway, Ashington, Northumberland, NE63 9JZ  
Should you need to contact our customer service department please use the following details:

Company Name: Mistura Informatics Limited  
Mistura Enterprise Limited  
Contact: Dawn Price – Managing Director  
Lisa Yates – Business Operations Manager  
Registered Office: Arch Centre for Enterprise  
Lintonville Parkway  
Ashington  
Northumberland  
NE63 9JZ  
Telephone Number: +44 1670 818229  
Email: [sales@misturainformatics.org](mailto:sales@misturainformatics.org)  
[sales@choiceandmedication.org.uk](mailto:sales@choiceandmedication.org.uk)