

NHS Wales - Terms of Use (Patients and Service Users)

1. General

- 1.1 The NHS Wales Video Consulting Service is a national service which enables the provision of healthcare appointments via video in a safe and secure way, rather than in-person. The service is delivered via a web-based communication platform called 'Attend Anywhere'.
- 1.2 These Terms of Use apply to your use of and access to Attend Anywhere and the NHS Wales Video Consulting Service as established by NHS Wales.
- 1.3 In these Terms of Use:

NHS Wales Video Consulting Service means the suite of services, web-based management software and associated infrastructure provided by NHS Wales designed to help health and care providers offer video call access to their services as part of their day-to-day operations.

NHS Wales, we or us refers to NHS Wales.

Provider means the Health or Care provider (Local Health Board, GP Practice, Ambulance service, 111 or out of hours care provider) that invites you to use the NHS Wales Video Consulting Service to access their services

Waiting Area means an area within the application in which you can wait to be invited to participate in video consultations with the Provider to access health care services. You will enter a Waiting Area via a button on the Provider Website, and wait in your own private video room until a health care provider is ready to join you.

Video Room means a video room created for you as you enter a Waiting Area.

You or your refers to person who has been invited to and uses NHS Wales Video Consulting Service.

2. Your Acceptance of these Terms of Use

- 2.1 By using NHS Wales Video Consulting Service, you are deemed to accept these Terms of Use which govern our relationship with you in relation to the NHS Wales Video Consulting Service.
- 2.2 We may modify or amend these Terms of Use by including a modified or amended version in the "Terms of Use" link when you access NHS Wales Video Consulting Service via the Provider Website. NHS Wales will use its best endeavours to notify you of any changes to the Terms of Use via NHS Wales Video Consulting Service. You will be deemed to have agreed to any such modification or amendment by your

use of NHS Wales Video Consulting Service following the date in which the modified or amended Terms of Use are posted in the "Terms of Use" link.

3. Requirements for NHS Wales Video Consulting Service

- 3.1 NHS Wales Video Consulting Service requires your computer, telephone, internet access, device and associated equipment to meet certain technical levels (System Requirements) in order to receive the services. NHS Wales takes no responsibility for problems associated with or arising from your inability to access or receive the services due to your equipment or internet speed not meeting the System Requirements.
- 3.2 Use of the NHS Wales Video Consulting Service requires the use of a combination of hardware and browsers supported by NHS Wales (Supported Environments). Details of the Supported Environments are set out in the NHS Wales Video Consulting Service Technical Guide accessible at:
<https://wales.nhs.attendanywhere.com/techguide>
- 3.3 Use of NHS Wales Video Consulting Service requires the use of audio-visual peripherals (visual displays, web cameras microphones/speakers or headsets) that are compatible with your device and operational.

4. Your use of NHS Wales Video Consulting Service

- 4.1 You may only use the NHS Wales Video Consulting Service and access the Video Room in the Waiting Areas if you have been given permission or have been invited by the relevant Provider.
- 4.2 You may be subject to additional terms of use in relation to the services provided via the NHS Wales Video Consulting Service by NHS Wales or individuals providing a consultation on behalf of NHS Wales. If you decide to use these services you will be responsible for reviewing and understanding the terms associated with these services.
- 4.3 We reserve the right to terminate your access to the NHS Wales Video Consulting Service if you do not comply with the Terms of Use.

5. Disclaimers

- 5.1 NHS Wales disclaim any express or implied warranties, which are capable of being contracted out in relation to the NHS Wales Video Consulting Service, including any 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 the NHS Wales Video Consulting Service.

- 5.2 Without limitation to section 5.1, we make no warranty in relation to the ownership, continuation, suitability or fitness for use of third party intellectual property used in the NHS Wales Video Consulting Service.
- 5.3 We do not warrant that you will have continuous and uninterrupted access to the NHS Wales Video Consulting Service or that the NHS Wales Video Consulting Service will conform to any particular service levels or performance specifications.
- 5.4 We do not warrant that the NHS Wales Video Consulting Service 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 the NHS Wales Video Consulting Service.
- 5.5 The NHS Wales Video Consulting Service 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 to from the NHS Wales Video Consulting Service.
- 5.6 You acknowledge that your use of the NHS Wales Video Consulting Service 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 the NHS Wales Video Consulting Service, including but not limited to:
- 5.6.1 use for a purpose for which it is not intended;
 - 5.6.2 the inability to obtain consistent, reliable and uninterrupted access to NHS Wales Video Consulting Service;
 - 5.6.3 damage or interference to any piece of hardware, software, equipment or device installed on or used in connection with your use and access to NHS Wales Video Consulting Service, or your internet data that arises in connection to your use of the NHS Wales Video Consulting Service, its content or any linked website.

6. Copyright and trademarks

- 6.1 The use of the NHS Wales Video Consulting Service branding, 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.
- 6.2 Nothing in these Terms of Use shall be deemed to grant you any right, title or interest in Attend Anywhere or the NHS Wales Video Consulting Service.
- 6.3 You may access the NHS Wales Video Consulting Service where available, but may not, modify, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit the NHS Wales Video Consulting Service in whole or in part without the prior written permission of the owner of the material.

- 6.4 The NHS Wales Video Consulting Service may contain trademarks owned by us and third parties. You may not display or use in any manner any trade marks featured in the NHS Wales Video Consulting Service without the prior written permission of the trade mark owner.

7. Governing Law

- 7.1 Your use of the NHS Wales Video Consulting Service, and any dispute arising out of your use of the NHS Wales Video Consulting Service, is subject to the law in Wales.