



west midlands
ACADEMIC HEALTH SCIENCE NETWORK

Terms and Conditions of accessing the Meridian Innovation Platform ("the Platform")

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Definitions and Interpretations

Terms and expressions shall have the meaning shown below:

"Recipient"	means West Midlands Academic Health Science Network (WMAHSN) an organisation hosted by University Hospitals Birmingham Foundation Trust (UHB).
"Contributor"	means the individual contributing an innovation to the WMAHSN.
"Submission"	means an innovation made by the Contributor as defined in these Terms and Conditions

Improving health and creating wealth

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"Agreement"	means these terms and conditions of accessing the Meridian Innovation Platform.
"Platform"	means the Meridian innovation platform (including their constituent pages) with their home pages.
"Services"	means the services offered by the Recipient through the Platform. This includes any features, content, or applications offered or made available by The Recipient and/or its partners in connection with the Submission.
"Platform Subscriber"	means an individual who has either: a) subscribed to or registered with the Platform; or b) is expressly entitled to access the Platform and the Services by virtue of subscription to another product or service provided by the Recipient via the WMAHSN in accordance with the Services.
"User"	Means a visitor or Platform Subscriber.

Who are we and how to contact us

This platform is provided by West Midlands Academic Health Science Network (WMAHSN), an organisation hosted by University Hospitals Birmingham NHS Foundation Trust (UHB) of Trust Headquarters, Mindelsohn Way, Queen Elizabeth Medical Centre, Edgbaston, Birmingham B15 2PR. The web address of the platform is <https://meridian.wmahsn.org>

You can contact the Meridian team by emailing meridian@wmahsn.org or calling the office on 0121 371 8060.

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Accepting these Terms and Conditions

The Agreement applies to the Platform which is owned and operated by us, the Recipient, and sets forth the legally binding terms for your use of the Platform. Please read these terms carefully. They tell you what benefits the Platform provides, how we will engage with you, what may or may not be uploaded to the Platform, what you need to do when there is a problem and other important information. By accessing the Platform you accept the terms and conditions set out in this Agreement.

Only Platform Subscribers are entitled to have full access to the Platform except and to the extent that we otherwise expressly consent to. If you have any comments or questions please contact us at meridian@wmahsn.org.

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Changes to the Terms and Conditions

We may modify this Agreement from time to time and such modification shall be effective upon posting them on the Platform. We will provide a clear link within the Platform to the then current Agreement. Contributors and Users agree to be bound by any changes to this Agreement when they access the Platform or use the Platform and the Services after any such modification is posted. If they do not agree to be bound by them, they should not use the Platform or the Services.

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Changes to the Platform

Our Platform is made available free of charge. We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may update and change our Platform from time to time to reflect changes to our Users' needs and our business priorities. This means that we may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any major changes, suspension or withdrawal.

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Using your Personal Information

We will only use your personal information as set out in our [Privacy Policy](#).

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Keeping Account Details Safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

Your username and password are personal to you and must not be transferred or shared. Your user name and password may only be used to access the Platform and/or the Platform and the Services from one device at a time.

When you subscribe we may create a user name for you. You may change your email address, user name and password at any time in the My Profile section of the Platform.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at meridian@wmahsn.org.

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Acceptable Use of the Platform

You must comply with the content standards and conditions of use of interactive services as set out in our Acceptable Use Policy ([https://meridian.wmahsn.org/files/Meridian Acceptable Use Policy.pdf](https://meridian.wmahsn.org/files/Meridian%20Acceptable%20Use%20Policy.pdf)) A breach of the Acceptable Use Policy will amount to a breach of these terms and conditions, which may result in us limiting or withdrawing your access to the Platform. You are therefore advised to carefully read the Acceptable Use Policy and the 'content standards' for contributions contained therein.

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Relying on Information on the Platform

The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

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User Generated Content

This Platform may include information and materials uploaded by other users of the Platform. This information and these materials have not been verified or approved by us. The views expressed by other users on our Platform do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us at meridian@wmahsn.org .

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Uploading Content to the Platform

Whenever you make use of a feature that allows you to upload content to our Platform, or to make contact with other users of our Platform, you must comply with the content standards set out in our Acceptable Use Policy

([https://meridian.wmahsn.org/files/Meridian Acceptable Use Policy.pdf](https://meridian.wmahsn.org/files/Meridian%20Acceptable%20Use%20Policy.pdf)).

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Platform will be considered non-confidential and non-proprietary. If you wish to keep any information confidential you should not submit. You accept that any Submission is put forward for consideration entirely at your own risk.

You are solely responsible for the content that you post on or through the Platform or any of the Platform and the Services, and any material or information that you transmit to other Users and for your interactions with other Users. We do not endorse and have no control over content posted by Users. Content is not necessarily reviewed by us prior to posting and does not reflect our opinions or policies. We make no warranties, express or implied, as to the content or to the accuracy and reliability of the material or information that you transmit. We reserve, however, the right to moderate any content before it is made publicly available. This includes the right to delete, or refrain from posting any content which, in our opinion, violates this Agreement, including our Acceptable Use Policy.

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Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our Platform. We do not claim any ownership rights in the text, files, images, photos, video, sounds, or any other

materials that you post or email to the Platform or the Platform and the Services (collectively, "Content"). After posting or emailing your content to the Platform and/or the Services, you continue to retain all ownership rights in such Content, and you continue to have the right to use such Content in any way you choose. By displaying, emailing, publishing or submitting for display or publication ("posting") any content on or through the Platform or the Platform and the Services, you hereby grant to us a Worldwide sub-licensable, perpetual, transferable, non-exclusive, royalty free licence to use in any way whatsoever including but not limited to, public performance, public display, publishing, reproduction, broadcasting, amendment or modification of content, transmission and distribution of content on and through the Platform, the Platform and the Services and/or any other publication published by us in its different present and future forms for example newsprint, electronic databases, e-paper, Platform mobile application or any other facsimile or derivative versions in any medium. The rights granted include without limitation the right to license photocopying, scanning, downloading in electronic or other forms and other normal use for the purpose of information or study or as otherwise permitted by copyright law.

You represent and warrant that: (i) you own the content posted by you on or through the Platform and/or the Services or otherwise have the right to grant the licence set forth in this section, and (ii) the posting of your content on or through the Platform and/or the Services does not violate the privacy rights, copyright, contract rights or any other rights of any person, or otherwise breach any injunction, order or other legal ruling. You agree to pay for all royalties, fees, and any other monies owing to any person by reason of any content posted by you to or through the Platform and/or the Services. You acknowledge that content submitted will not be returned.

The Platform and/or the Services contain content owned by us ("Recipient Content"). The Recipient Content is protected by copyright, trademark, patent, trade secret and other laws. We own and retain all rights in the Recipient Content and the Platform. We hereby grant you a limited, revocable, non-sub licensable licence to retrieve and display the Recipient Content (excluding any software code) on a computer screen and to make reasonable use of the Platform and the Services.

The Platform and/or the Services contain content owned by Users and other licensors to us ("Third Party Content"). Except for content posted by you and in which you retain ownership rights, you may not unless and to the extent otherwise specifically authorised by us copy, modify, translate, publish, reproduce, commercially exploit, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Platform or the Platform and the Services. You may retrieve and display Third Party Content (excluding any software code) from the Platform or the Platform and the Services on a computer screen to make reasonable use of the Platform and the Services.

You may not post, modify, distribute, or reproduce in any way any copyright material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. We prohibit use of the Platform and/or the Platform and the Services of any User who infringes the copyright of others. Without limiting the foregoing, if you believe that your work has been copied and posted on the Platform by another User in a way that constitutes copyright infringement, please notify us via the meridian@wmahsn.org link detailing the content in question. We will take such action (if any) that we in our absolute discretion deem appropriate.

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Responsibilities

We do not guarantee that our Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.

You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

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Disclaimer

We are not responsible for any incorrect or inaccurate content posted on the Platform or in connection with the Services, whether caused by Users of the Platform or the Services or by any of the equipment or programming associated with or utilised in the Platform or the Services. Inclusion of any linked Platform on the Platform does not imply approval or endorsement of the linked Platform by us. When you access these third-party Platforms, you do so at your own risk. We take no responsibility for third party advertisements which are posted on the Platform or through the Services, nor do we take any responsibility for the goods or Platform and the Services provided by its advertisers. We are not responsible for the conduct, whether online or offline, of any User of the Platform or the Services. We assume no responsibility for any error, omission, interruption, deletion, corruption, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any User communication or any content provided through the Platform. We are not responsible for any problems or technical malfunction of any telephone network or lines, electronic networks, computer online systems, servers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Platform or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Platform. Under no circumstances shall we be responsible for any loss or damage resulting from use of the Platform, attendance at an event organised through the Platform or the Services, from any content posted on or through the Platform, or from the conduct of any Users of the Platform, whether online or offline. The Platform is provided "AS-IS" and we make no representations or warranties of any kind as to the Platform, or the content thereof, including without limitation, as to availability of the Platform for access and use. In particular, we expressly disclaim all warranties of fitness for a particular purpose, accuracy, completeness or non-infringement. We cannot guarantee and do not promise any specific results from use of the Platform. Nothing in this Agreement shall be construed as limiting or excluding our liability for death or personal injury caused by its negligence.

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Indemnity

You agree to indemnify and hold us, our subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses of any character suffered or incurred arising out of your use of the Platform in violation of this Agreement.

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Term

This Agreement shall remain in full force and effect while Contributors and Users use the Platform and the Services or are a Platform Subscriber. Contributors and Users may terminate their Platform Membership at any time, for any reason, by emailing meridian@wmahsn.org. Contributors and Users profiles may be deleted and Platform Subscription may be terminated without warning if we believe that you are in breach of any of the other warranties or as otherwise specified in the Termination Agreement clause.

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Termination

We may terminate the provision of the Platform or the Services, restrict your access to them and/or terminate your Platform Membership without any prior notice to you where (by way of example and without limitation): (1) there is a regulatory or statutory change limiting our ability to provide the Platform and/or the Services; (2) any event beyond our reasonable control prevents us from continuing to provide the Platform or the Services (for example, without limitation, technical difficulties, capacity problems and communications failures); (3) we consider in our sole discretion that you are abusing the Platform and the Services provided by the Platform or are otherwise acting in breach of this Agreement (4) your access to the Platform is under a membership package which has terminated; (5) your right to use the Platform and the Services under an “End User Licence Agreement” referred to has terminated; or (6) our agreement terminates with a third party device or platform owner with whom you have contracted to access the Platform and the Services .

If we give you notice that we will increase the price of your membership and you do not wish to continue with your subscription you should let us know within four weeks and we will cancel your subscription.

Under English law you have the right to cancel your registration within seven working days of the commencement of your membership. You should note that this right of cancellation is lost in the event of you accessing any of the content accessible by Platform subscribers only contained on a Platform and you agree that you shall not have the benefit of that cancellation right.

To cancel your membership, you must email us at meridian@wmahsn.org.

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General

You may not assign, sub-license or otherwise transfer any of your rights under the Agreement. If any part of the Agreement is found to be invalid by any court having competent jurisdiction the validity of the remaining terms will be unaffected. If either party does not exercise any right or remedy under these terms, this will not be taken to mean that they have been waived.

No third party may enforce the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

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Choice of Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with English law and you irrevocably agree that the courts of England and Wales shall (subject to the paragraph below) have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection

with the Agreement. Nothing in this clause limits our right to bring proceedings against you arising out of or in connection with the Agreement (a) in any other court of competent jurisdiction or (b) concurrently in more than one court of competent jurisdiction.

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