

User Terms for use of Tailored Talks

PLEASE READ THE CAREFULLY BEFORE USING TAILORED TALKS

Who we are

Pogo Studio Ltd is a limited company incorporated in Scotland. Our company number is SC542667 and our registered office at Suite 2, Ground Floor, Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS. When we refer to “**Pogo Studio**”, “**we**”, “**us**” or “**our**” in these Terms, we are referring to Pogo Studio Limited.

We own and operate the Tailored Talks digital platform (“**Platform**”) which is accessible by mobile and web app, via which we provide the Tailored Talks service which enables clinicians to share high-quality, consistent information with patients and their families that is tailored specifically to the needs of the individual (“**Tailored Talks**”).

About these terms (“Terms”)

These Terms set out the terms and conditions of your use of Tailored Talks. By using, registering or logging in to use Tailored Talks, you confirm that you accept these Terms and agree to comply with them.

If you do not agree to these Terms, you must not use Tailored Talks.

Who these Terms apply to

These terms apply to any individual who works in the clinical department of one of our customer organisations (a “**Customer**”) and who has been authorised to access Tailored Talks. Use of Tailored Talks is only permitted in relation to your professional role with the Customer. Use in a personal capacity or in relation to any engagement with a third party is not permitted.

Your obligations

You must comply with your obligations as set out in these Terms.

- You shall keep your password secure for use of Tailored Talks and not permit any third party entity (or representative of such entity) to use the account which is created to access Tailored Talks .
- You shall not store or transmit any material during the use of Tailored Talks that is unlawful, dishonest, threatening, defamatory, obscene, discriminatory or is racially offensive.
- You shall not send or transmit any material which infringes any third party intellectual property rights.
- You shall not create a false identity or submit inaccurate, false or misleading information.
- You shall not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- You shall not modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or any related software.
- You shall not cause third parties to engage in the restricted activities above.

Your rights

On condition that you comply with your obligations under these Terms, we grant you a limited, non-exclusive, non-transferable licence to access Tailored Talks in accordance with these Terms. We reserve the right, without any liability on our part to you, your employers or any third party, to disable your access to the Platform if you are in breach of these Terms.

Breach of this Terms

When we consider that a breach of these Terms has occurred, we may take such action as we deem appropriate, including all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Tailored Talks.
- 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. This means you will be responsible for any loss or damage we suffer as a result of your breach of these Terms.

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

Rights in Tailored Talks

We own or validly license all intellectual property rights in Tailored Talks, and in the material published on it. Except to the extent set out in these Terms, or otherwise agreed in writing between you and the applicable customer, you are not permitted to use such intellectual property rights.

Disclaimer and Liability

We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation; or
- any other loss which cannot be excluded by law.

Otherwise, your use of Tailored Talks is entirely at your own risk and, to the fullest extent permitted by law, we shall not have any liability in relation to any loss, claim or damage arising from or related to the use of the Platform.

Tailored Talks is provided on an 'as is' and 'as available' basis and to the extent permitted by law, without warranties of any kind. In particular, we make no warranty that use of Tailored Talks will meet your requirements or expectations or that it will be error free.

Each Customer assumes sole responsibility for the results obtained from the use of the materials provided on the Platform (the "**Platform Materials**"), and for conclusions drawn from such use, and acknowledges that these have been developed by third party experts, not by Pogo Studio, and has agreed that Pogo Studio accordingly has no liability for any error in the Platform Materials or for any loss or damage due to any recommendations or advice which is derived from the Platform Materials subsequently not being considered best practice.

General

If we choose to waive any particular right which we have under these Terms on any particular occasion this does not prevent us from exercising that right on another occasion.

If any part of these Terms is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of these Terms.

If there are any disputes or otherwise, relating to the terms of this acceptable use policy, then these will be governed by the laws of Scotland, and subject to the exclusive jurisdiction of the Scottish courts.