

TERMS OF WEBSITE / EPSMON USE

These terms of use set out important information regarding your rights, obligations and the restrictions that may apply when you use our website at www.epsmon.com (the "**Website**") and/or the mobile application software and associated services known as the EpSMon App ("**App**") which is currently hosted by iTunes. We recommend that you read these terms of use carefully before using the Website or the App.

Any reference to "**you**" or "**your**" means you as a user of our website www.epsmon.com ("**Website**") and/or as a user of our mobile application software and associated services known as EpSMon which is currently hosted by iTunes. Any reference to "**we**", "**us**" or "**our**" is to the collaborating parties of University of Plymouth, Cornwall Partnership NHS Foundation Trust, The Royal Cornwall Hospitals NHS Trust and SUDEP Action (for addresses please see contact details below).

These terms of use, as well as the privacy policy, govern the relationship between you and us when you access and use our Website or our App. By accessing and continuing to use the Website or the App, you agree to be legally bound by these terms of use. Please note that we may update and amend these terms of use from time to time and any changes will be posted on the Website and updated in EpSMon. However, it is your responsibility to ensure you review these terms of use regularly to familiarise yourself with any changes. If you do not agree with any of our terms of use then you should not use our Website or download the App.

You may be asked to agree to further terms and conditions when using specific services.

THE EPSMON PROJECT

The EpsMon App contains a digitalised version of the 'Epilepsy Safety Check List' and supports people with seizures to assess themselves. The Epilepsy Safety Checklist is derived from work done primarily on Sudden Unexpected Death in Epilepsy (SUDEP) and is a tool for clinicians. It also includes the major risk factors known to be associated with premature mortality in epilepsy. The main focus of EpSMon is to encourage meaningful engagement between patients and health professionals. While EpSMon is designed to inform you when action needs to be taken, but the primarily responsibility at all times of monitoring epilepsy and seizures remains with you and your medical team.

INFORMATION ABOUT US

The EpsMon App is the result of a collaboration between University of Plymouth, Cornwall Partnership NHS Foundation Trust, The Royal Cornwall Hospitals NHS Trust and SUDEP Action. EpsMon is also part sponsored by K'tys Fund following the sudden death of a young nurse.

We operate the Website www.epsmon.com.

RELIANCE ON APP AND WEBSITE AND DISCLAIMER

The App is designed for adults (over 18 years) living with seizures who want information on risk so that they have the opportunity to improve their self-management.

Our App, EpSMon is a support tool and is not intended for use as a stand-a-lone tool. EpSMon is designed to work where you use the App to support a meaningful engagement between you and your health professional on managing risk.

The content on our App is based on the SUDEP and Seizure Safety Check List which includes the major risk factors known to be associated with SUDEP and epilepsy-related deaths as at 20 May 2015. Whilst there is no proven intervention yet, there is a substantial body of work on associated risk factors for SUDEP and for other epilepsy-related deaths. More research is ongoing and the SUDEP and Seizure Safety Check List will be reviewed and by experts regularly (at least once every 12 months) and the updated List will then be used to make changes to the App (See Changes to the Content of the App). Questions may also be added to the App which are not based on current studies, in order to capture data for use in future research.

Research is ongoing and there is currently no evidence to support the quantification of the individual risk for each person. The App will help you capture important information about your seizures and about your epilepsy carefully. The App can give you information on why risk factors are important to the management of your seizures and your epilepsy. It helps you identify risk factors that apply to you so that you can discuss these with your health professional. It encourages you to agree a care plan if you do not have one and agree a regular review or it may help you check your existing care plan. While EpSMon is designed to inform you when action needs to be taken, the primarily responsibility at all times of monitoring epilepsy and seizures remains with you and your medical team. It offers some simple suggestions to help reduce risk, but the responsibility for any intervention to reduce risk is between you and your medical team. Clinical guidelines on appropriate interventions to reduce your risk factors are available to your medical team.

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

While we endeavour to ensure that the content on both our Website and App is correct, we make no promise, warranty or guarantee that the information is accurate, complete or up-to-date. We therefore disclaim all liability and responsibility arising from any reliance placed on such information, commentary and materials by any visitor to our Website or user of our App, or by anyone who may be informed of any of its contents.

YOUR USE OF THE WEBSITE AND APP

You agree that you are over 18 years of age and that you have chosen to seek information on risk factors associated with Sudden Unexpected Death in Epilepsy (SUDEP) and other epilepsy-related deaths. If at any time, when using the App, you have any concerns, you agree to cease using the App and notify us.

You agree to abide by all the terms and conditions of our App and our Website.

You agree that you will not place reliance on the App as a stand-alone tool. It is designed as a support tool to help support communication about risk between you and health professionals. It does not provide any medical advice and is not a substitute or alternative for receiving medical advice and healthcare. You accept that the App is the product of research and therefore is subject to development and improvement.

You agree that you will not use the Website or App in any way that may lead to the encouragement, procurement or carrying out of any infringement of our copyright in the App and the website by yourself or by any third party (see Intellectual Property Rights).

You agree that you will not use the Website or App in any way that may lead to the

encouragement, procurement or carrying out of any criminal or unlawful activity or that is fraudulent, or has any unlawful or fraudulent purpose or effect. Furthermore, you agree not to do anything that may cause damage to the Website or App or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Website or App security measures or attempt to do any such acts.

You agree not to give any indication that you have any commercial relationship with us, or that you are our agent or that we have endorsed any of your activities, unless otherwise expressly permitted by us.

You accept that you are able to stop using the Website and/or App at any time and at your sole discretion. We reserve the right to suspend, restrict or terminate your access to the Website and/or App or any part of it at any time at our sole discretion.

We may also ban or suspend you as a user of the Website and/or App if you do not comply with these terms of use and, in such an event, your permission to use this Website and/or App shall terminate and you must immediately destroy any downloaded or printed extracts from this Website and/or App.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all copyright and other intellectual property rights in the Website and App and in the material published on each. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

The names, images and logos identifying us, companies in our group, our partners or third parties and our/their products and services are proprietary marks and may not be reproduced or otherwise used without express permission.

The contents of the Website and App including (without limitation) web pages, computer codes of elements comprising the Website and App, and any software provided to you by us may not be copied, reproduced, communicated and/or made available to the public, republished, downloaded, posted, recorded, broadcast or transmitted or used in any other way except for your own personal, private and non-commercial use, unless otherwise expressly permitted by us in writing.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our Website and App must always be acknowledged.

You must not use any part of the materials on our Website or App for commercial or for the purposes of any organisation, commercial or otherwise, without obtaining a licence in writing to do so from us.

If you print off, copy or download any part of our Website or App in breach of these terms of use, your right to use our Website or App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

ACCESSING OUR WEBSITE AND APP AND AVAILABILITY

Access to our Website and App is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website and App at any time without notice (see below). We will not be liable if for any reason our Website or App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Website and App, or our entire Website and App, to users who have registered with us.

While we endeavour to ensure that our Website and App are normally available 24 hours a day, we cannot promise that the Website and App will be free from errors or omissions nor that these services will be available uninterrupted and in a fully operating condition. The Website and App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of the Website or App is discontinued, modified or changed in any way.

We shall not be liable for any failure, any suspension or any termination of access to the Website or App in connection with or arising out of a force majeure event. In these terms of use, a "force majeure event" shall include, without limitation, strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, interruption or failure in communications networks and facilities (including the internet), fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents.

You are responsible for making all arrangements necessary and costs associated for you to have access to our Website and/or App. You are also responsible for ensuring that all persons who access our Website and/or App through your internet connection are aware of these terms, and that they comply with them.

OUR WEBSITE AND APP CHANGE REGULARLY

We aim to update our Website and App regularly, and may change the content at any time. If the need arises, we may suspend access to our Website or App, or close either indefinitely. Any of the material on our Website or App may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

Nothing in these terms of use shall restrict your statutory rights, nor shall anything in these terms of use exclude or limit our liability for death or personal injury resulting from our negligence or from any fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.

If we fail to comply with these terms of use, we shall only be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure. We will not be liable for losses that result from our failure to comply with these terms of use that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; or waste of management or office time.

The material displayed on our Website and App is provided "as is" without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other

members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

INFORMATION ABOUT YOU AND YOUR USE OF OUR WEBSITE AND APP

We process information about you in accordance with our [privacy policy](#). By using our Website and/or App, you consent to such processing and you warrant that all data provided by you is complete and accurate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our Website or App by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website or App, the server on which our Website or App is stored or any server, computer or database connected to our Website or App. You must not attack our Website or App 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 Website and App will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or App or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR WEBSITE

We encourage you to link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our Website and App must not be framed on any other website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to link to our home page or make any use of material on our Website or App other than that set out in these terms of use, please address your request to epsmon@sudep.org.

LINKS FROM OUR WEBSITE

Where our Website and App contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

SEVERANCE

If any provision of these terms of use shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall

not affect the other provisions of these terms of use which shall remain in full force and effect.

APPLICABLE LAW AND JURISDICTION

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Website and App although we retain the right to bring proceedings against you for breach of these terms of use in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The Website and App are based in England and both are intended for users in the United Kingdom. We make no representations that the materials and Website and App are suitable for users outside the United Kingdom, and if you choose to access the Website and App from outside of the United Kingdom you are solely responsible for ensuring compliance with all relevant local laws.

YOUR CONCERNS

If you have any concerns about material which appears on our Website or App, please contact epsmon@sudep.org.

CHANGES TO THE CONTENT OF THE APP

Any changes we may make to the content of the App will be posted on EpsMon.com and, where appropriate, notified to you by SMS, e-mail or notifying you of a change when you next start the App.

CHANGES TO OUR TERMS AND CONDITIONS

Any changes we may make to the Terms and Conditions in the future will be posted on this page and, where appropriate, notified to you by SMS, e-mail or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App or other services.

These Terms and Conditions were last updated on 9th March 2016.

OUR CONTACT DETAILS:

Data Controller: University of Plymouth, Drake Circus, Plymouth, Devon, PL4 8AA

University of Plymouth is registered under the Data Protection Act 1998 and have notified the Information Commissioner's Office about our data processing activities under registration number Z7546246.

Support and Enquires: SUDEP Action, 12a Mill Street, Wantage, Oxfordshire, OX12 9AQ

Charity Number: 1050459 (England and Wales), SCO45208 (Scotland)

epsmon@sudep.org

Questions, comments and requests regarding these Terms and Conditions are welcomed and should be addressed to SUDEP Action at the above address or email us at epsmon@sudep.org.

Other collaborators:

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