

Flexio Terms of Use

1. About us and these Terms of Use

Flexio is controlled and operated by D+R Medical Limited ("D+R Medical", "we", "us", "our"). We are a company registered in England and Wales with the company registration number 09265626. Our registered office is 117 Whitchurch Gardens, Edgware, HA8 6PG.

These Terms of Use ("Terms") govern how you may use Flexio. By

- a) accessing, browsing or otherwise using Flexio by any means and via whatever device; or
- b) signing up and creating an account ("Member"), you agree to be bound by these Terms.

If you do not agree to be bound by these Terms, you must not use Flexio.

2. How to contact us

If you have any questions, comments or complains about Flexio, please contact us through the website feedback form or email contact@medtech.app.

3. Changes to these Terms of Use

We reserve the right to change these Terms at any time without notice. Accordingly, we encourage you to revisit these Terms regularly to ensure that you are at all times fully aware of them. Any changes will be effective immediately. Your continued use of Flexio constitutes your agreement to all such Terms.

4. Privacy and data protection

Full details of how we collect, hold and process your personally identifiable information are set out in our [Privacy Policy](#).

5. Your account

Membership is limited to one user account per Staff Member. It is a condition of use of Flexio that all the details you provide will be correct, current, and complete. If we believe that the details are not correct, current, or complete, we reserve the right to refuse you access to Flexio and to terminate or suspend your account.

You must treat your password as confidential and you must not disclose it to anyone else.

If you believe your password has become known to someone else, you must

- a) immediately inform us by contacting support@medtech.app and
- b) be liable for any loss or damage resulting from such unauthorised use or disclosure.

Flexio Terms of Use

6. Access to and use of Flexio

We are the owner or the licensee of all intellectual property rights in Flexio, the material on Flexio (including all text, data, databases, graphics, layout, logos, images, videos or other moving images, algorithms, product or service details and/or software published or otherwise made available on Flexio from time to time) and the trademarks displayed on Flexio.

Subject to these Terms, we grant you a limited, temporary, revocable, and non-exclusive licence to use Flexio for your personal use only.

Except as set out in the limited licence above (or as required under any applicable law), no part of Flexio may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent. In particular, you are not permitted to republish any part of Flexio in any other medium (print, electronic or otherwise) or as part of any commercial service without our prior written permission. All the intellectual property rights referred to above remain owned by us or our relevant licensors.

You are responsible for providing all of the equipment necessary to access Flexio and for all related third party charges (e.g. Internet Service Provider charges).

You now undertake that having used Flexio you will inform us immediately of any:

- a. claim or action against you involving any use of Flexio and, on request from us, to immediately cease any act complained of, if any, and to take such steps as seem to us reasonably necessary; and
- b. changes affecting your account details. It is your obligation to ensure that your account details are kept entirely up to date.

7. Acceptable use of Flexio

Whilst using Flexio you must:

- a. comply with all applicable laws, regulations and codes of practice, including, in particular all applicable laws protecting the privacy of personal health information and codes of health and care practice regarding the therapist-patient privilege of confidentiality;
- b. not impersonate another person or use a false name or email address;
- c. not impersonate or misrepresent your connection to any other entity or person or otherwise manipulate headers or identifiers to disguise the origin of the content;
- d. not do anything that might jeopardise the security of your account;
- e. not frame or use framing techniques to enclose Flexio, or any part of Flexio, or otherwise collect any part of Flexio, including but not limited to user record content, without our prior written consent;
- f. not ask other Members for their Flexio password or access an account belonging to someone else;
- g. not upload or reference third-party copyright material in a way that makes that copyright material available to be copied by other Members;

Flexio Terms of Use

- h. not assign or transfer your account to anyone else either permanently or temporarily;
- i. not gain or attempt to gain unauthorised access to Flexio, the servers on which Flexio is stored or any third-party server or database connected to Flexio;
- j. not create any derivative work or make any other adaptation, without our prior written consent;
- k. ensure that any use of our materials, that we have granted you prior written consent to use in accordance with clause 7 above, is limited to only those materials expressly consented to and is subject to ensuring that our copyright notices and trademarks appear as they do on all copies online and customary bibliographical citations including author attribution, date, article title (where applicable) and the URL;
- l. not upload any material which (in our sole opinion):
 - 1) is untrue, fraudulent, inaccurate or incomplete; and/or
 - 2) is unlawful, inflammatory, pornographic, hateful, obscene, threatening, menacing, offensive, defamatory, abusive, racist, causes annoyance, inconvenience or needless anxiety, is in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise is in breach of or violates any applicable law or regulation or code; and/or
 - 3) makes excessive demands for bandwidth; and/or
 - 4) constitutes advertising or any other commercial activity (unless approved or otherwise authorised by us); and/or
 - 5) contains any virus or other harmful code, or which may otherwise impair or harm Flexio or our computer systems or any third-party computer system.

8. Termination or suspension of your access to Flexio

At any time and without giving you any advanced notice, we may permanently or temporarily and for any reason:

- a. terminate, suspend or deny you access to Flexio (whether in whole or in part); and/or
- b. remove or edit any content on Flexio at any time.

in such circumstances, all our liability (as well as the liability of our directors, employees or other representatives) for any loss whatsoever arising from our removing or editing content and/or your limited use of or inability to use the Flexio (either in whole or in part) is excluded, insofar as it is possible to do so in law.

Flexio Terms of Use

9. Material that you submit

When you submit Video material to Flexio, you do so in accordance with these Terms including, in particular, the following:

- a. once content is marked as public, you grant us a royalty-free, worldwide and non-exclusive licence to use, copy, distribute, publish, syndicate, sub-license and transmit the whole or any part of your videos text descriptions so that we can make the material available to other Flexio users who have permission to see your Submissions;
- b. the above licence includes the right to reproduce all such intellectual property as may have been created within a Submission, and to: edit, translate, alter, adapt, perform, display, sub-licence and/or prepare derivative works of that intellectual property in any, and all other mediums whatsoever;
- c. to the extent permissible by law, you waive all moral rights subsisting in Submissions anywhere in the world;
- d. you warrant to us that the content of any Submissions is your own original work and is true, accurate and complete, and that you or your employer own the copyright and any other relevant rights;
- e. you warrant that your Videos and Descriptions are not: obscene, threatening, menacing, offensive, defamatory, abusive, likely to cause annoyance, inconvenience or needless anxiety, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or violates any applicable law, regulation or code of practice including any guidance issued by your relevant healthcare professional or industry body; and

You provide these warranties, and the above licence, in consideration of our providing you with access to Flexio and without further permission or notification from you being required.

You now acknowledge that any breach of the warranties set out above may cause us damage or loss and you agree to abide by the above warranties and use Flexio only in accordance with these Terms of Use.

In the event that your unauthorised use of Flexio results in loss or damage to any person who then brings a claim against us, or that we incur as a result of publishing your Submissions, including all indirect and consequential losses, you agree to indemnify us, immediately on demand and on a continuing basis, for all losses and/or damages arising from such claim.

Whilst you acknowledge that we do not necessarily pre-screen any Videos or Descriptions, we reserve the right to remove or suppress, at any time and without reason or prior notice or any liability to you, any material that you have submitted. However you acknowledge that we are under no obligation to do so and assume no responsibility or liability arising from the content of any such Videos nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, privacy disclosure or inaccuracy contained in any Videos or for any other claims or statements made in respect of your Videos; all Videos remain the liability of the submitting Member.

Flexio Terms of Use

10. Third party links

Flexio may contain hypertext links to third-party websites. We are not responsible for, nor do we endorse in any way such third-party websites or their content. If you decide to access any of the third-party websites, you do so entirely at your own risk.

11. Disclaimer

All information and/or data on Flexio is provided on an "as is" basis and for your information only. Except to the extent strictly required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of Flexio or its content (whether Videos or otherwise), including, without limitation, accuracy, adequacy, conformity to description or fitness for any particular purpose and, to the extent permitted by law, all of the same are expressly excluded to the fullest extent permissible by applicable law.

Flexio is not intended to be a replacement or substitute for medical, legal or other physiotherapy advice.

We strongly recommend that you independently verify the effectiveness of any exercise you choose to rely on. Ultimately, it is your responsibility to make your own judgement(s), taking into account the limitations of evidence from research as well as the unique nature of your circumstances and wishes.

12. Procedures for making claims of copyright infringement

We respect the intellectual property of others, and we ask Flexio Members to do the same. If you believe that your copyright work has been copied and is accessible on Flexio in a way that constitutes infringement, you may notify us by providing the following information:

- a. the electronic or physical signature of the owner of the copyright or the person authorised to act on the owner's behalf;
- b. a description of the copyright work that you claim has been infringed and a description of the infringing activity;
- c. identification of the location where the original or an authorised copy of the copyright work exists, for example the URL of the website where it is posted or the name of the book in which it has been published;
- d. identification of the URL or other specific location on Flexio where the material that you claim is infringing is located; you must include enough information to allow us to locate the material;
- e. your name, address, telephone number, and email address so that we may contact you;
- f. a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- g. a statement by you that the above information in your notice is accurate and that you are the copyright owner or are authorised to act on the copyright owner's behalf.

Please send the above information to support@medtech.app.

Flexio Terms of Use

Alternatively, you can write to us at:

D+R Medical Limited, 117 Whitchurch Gardens, Edgware, HA8 6PG

If you believe that any content has been taken down improperly, you may provide counter-notification that includes the information below.

- a. Your physical or electronic signature;
- b. identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- c. a statement from you that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- d. your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States of America, for any judicial district in which D+R Medical may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

13. Limitation of liability

You agree that we, our directors, employees, agents or other representatives, data providers or affiliates will not be responsible or liable (whether in contract, tort or otherwise), under any circumstances for any amount or kind of loss or damage (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any anticipated loss of profit, loss of opportunity, loss of data, costs and fines and/or any special or incidental damages of any kind) that may result to you or a third party arising from or connected in any way to:

- a. interruption of business; or
- b. access or other delays, terminations, suspensions, denials or access interruptions to Flexio; or
- c. data non-delivery, data misdelivery, data corruption, destruction of data or other modification of data; or
- d. reliance on the information contained on Flexio; or
- e. third party website links on Flexio; or
- f. any obligation that the information on Flexio be effective or accurate, complete or true; or
- g. the satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the content contained on Flexio; or
- h. computer viruses, system failures or malfunctions which may occur in connection with your use of Flexio; or
- i. any inaccuracies, omissions or misleading, false or deceptive statement on Flexio; or

Flexio Terms of Use

- j. events beyond our reasonable control; or
- k. any warranties that may be implied by statute common law or the law of equity; or
- l. personal injury, including death.

Notwithstanding any provision of these Terms of Use, we do not exclude or limit our liability for:

- m. fraud or fraudulent misrepresentation; or
- n. any liability which it is not lawful to exclude either now or in the future under applicable law.

14. Indemnity

You will indemnify, and will keep indemnified, us, our directors, employees, agents or other representatives, our data providers and our affiliates immediately, on demand and on a continuing basis against any liability whatsoever arising directly or indirectly as a result of:

- a. any breach of these Terms by you; or
- b. your fault, negligence or breach of statutory duty; or
- c. any health and care advice provided by you; or
- d. your unauthorised disclosure of personally identifying information;
- e. your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure (whether owned by, leased or licensed to us) or that of any of our suppliers; or
- f. your failure to provide accurate, complete and truthful account details.

15. Enforcement

If the whole or any part of any provision of these Terms is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from these Terms of Use and rendered ineffective so far as is possible without modifying the remaining provisions of these Terms and shall in no way affect the validity or enforceability of any other provisions.

These Terms supersede all prior agreements, arrangements and understandings between you and D+R Medical concerning Flexio and constitutes the entire agreement between you and D+R Medical in respect of Flexio.

Flexio Terms of Use

16. Waiver

No waiver by us of any breach of these Terms shall constitute a waiver of any other prior or subsequent breach and we shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

17. Third party rights

These Terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

18. Governing law and jurisdiction

These Terms and/or your use of Flexio shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over any disputes or controversies which may arise.