

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using any of the Hosted Services to be found at <https://agiliosoftware.com/login/>.

Please note that this policy uses defined terms (which start with capital letters). The defined terms can be found listed in our Master Services Agreement Terms and Conditions.

Who we are and how to contact us

We are the Agilio Group. Please go to <https://agiliosoftware.com/policies/agilio-group-companies/> for a list of our operating companies ("We").

We are a group of limited companies.

To contact us, please refer to: [Contact Us | Agilio Software](#)

To establish which Agilio Company is the relevant Supplier please refer to your Order Form.

Our Hosted Services

We operate a number of web applications / Hosted Services as listed at <https://agiliosoftware.com/login/> ("the Hosted Services" or the "Sites").

By using the Hosted Services you accept these terms

By using the Hosted Services, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use the Hosted Services.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of the Hosted Services:

- Our General Privacy Policy which can be found at: [Agilio General Privacy Policy – Agilio Software](#)
- Our Acceptable Use Policy <https://agiliosoftware.com/policies/acceptable-use-policy/>, which sets out the permitted uses and prohibited uses of the Hosted Services. When using the Hosted Services, you must comply with this Acceptable Use Policy.
- Our Cookie Policy <https://agiliosoftware.com/policies/cookie-policy/>, which sets out information about the cookies on the Hosted Services.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use the Hosted Services, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to the Hosted Services

We may update and change the Hosted Services from time to time to reflect changes to our services, our users' needs and our business priorities.

We may suspend or withdraw the Hosted Services

We do not guarantee that the Hosted Services, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Hosted Services for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Each Client is responsible for ensuring that all Authorised Users who access the Hosted Services through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with a 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 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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify your customer services contact at the Agilio Group.

How you may use material on the Hosted Services

We are the owner or the licensee of all intellectual property rights in the Supplier Content on the Hosted Services, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Hosted Services for your personal use and you may draw the attention of others within your organisation to content posted on the Hosted Services.

Unless the Supplier Content has been designed specifically for such a purpose 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 the Supplier Content on the Hosted Services must always be acknowledged (except where the content is user-generated).

You must not use any part of the Supplier Content on the Hosted Services for commercial purposes without obtaining a licence to do so from us or our licensors.

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

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Hosted Services or any services provided via, or in relation to, the Hosted Services. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not use the Supplier Content to make clinical or legal decisions

The content on the Hosted Services is provided for general training and administrative purposes. It is not intended to amount to advice on which you should rely on in circumstances where clinical or legal expertise is required. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Supplier Content.

We are not responsible for websites we link to

Where the Hosted Services contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User Data is not approved by us

User Data has not been verified or approved by us. The views expressed by other users on the Hosted Services do not represent our views or values.

How to complain about or report content

If you become aware of any material that is illegal or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately.

Uploading content to the Hosted Services

Whenever you make use of a feature that allows you to upload content or User Data to the Hosted Services, or to make contact with other users of the Hosted Services, you must comply with the content standards set out in our Acceptable Use Policy <https://agiliosoftware.com/policies/acceptable-use-policy/>.

You warrant that any such contribution does comply with those standards, and you are 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 the Hosted Services will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Hosted Services constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on the Hosted Services if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy <https://agiliosoftware.com/policies/acceptable-use-policy/>.

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

We are not responsible for viruses and you must not introduce them

We do not guarantee that the Hosted Services will be secure or free from bugs or viruses.

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

You must not misuse the Hosted Services 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 the Hosted Services, the server on which the Hosted Services is stored or any server, computer or database connected to the Hosted Services. You must not attack the Hosted Services 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 the Hosted Services will cease immediately.