

eIntegrity Licence Terms & Conditions

The text here forms part of the terms and conditions of use that every eIntegrity user must accept before getting access to the eIntegrity Learning Portal, which sits on the NHS Health Education England e-Learning for Healthcare (HEE e-LfH) Hub. eIntegrity has made this text publicly available on the eIntegrity website in the interests of transparency and it has been updated based on the General Data Protection Regulations (GDPR) European Union Article 29 Working Party which comes into force on 25 May 2018. The text can be downloaded in pdf format if required. You can view the [eIntegrity privacy notice here](#). As the eIntegrity portal sits on the HEE e-LfH Hub, you can view the updated [HEE privacy notice here](#).

If you have any queries about any aspect of these terms and conditions, please contact enquiries@eintegrity.org.

Using the eIntegrity Learning Portal

In consideration of your having paid, and eIntegrity having accepted, a Licence fee, eIntegrity grants you, the End User, rights to access the Training Content subject to acceptance of these Terms and Conditions set out below.

eIntegrity has an Agreement with the Training Content Developers which is subject to conditions which cannot be varied and which are reflected in this End User Licence. By accessing the Training Content you, the End User, accept the following conditions:

You agree to use this site only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

Neither eIntegrity, nor any Agent distributing licences on behalf of eIntegrity, nor the Training Content Developers, nor HEE e-LfH (individually and severally covered here by the designation 'eIntegrity') make any specific claims about the suitability of the Training Content for any particular purposes. The suitability of the Training Content to you, the End User's, needs is wholly a matter for your judgement. To the maximum extent allowed by law, eIntegrity excludes all claims against it howsoever arising from use of the Training Content in circumstances for which it is inappropriate.

While reasonable professional care has been taken in developing the Training Content, eIntegrity make no warranties concerning the correctness or completeness of the Training Content. To the maximum extent allowed by law, eIntegrity excludes all claims against it arising from errors or omissions in the Training Content.

Log-in codes or passwords required to access the Training Content are provided for your personal use only and cannot be shared with anyone else unless the commercial terms under which the Licence is issued specifically allow for multiple use. You are required to take reasonable measures to prevent unauthorised use by others and to report such use to eIntegrity. You accept liability for any losses to eIntegrity arising from your deliberately sharing log-in codes or your failure to show appropriate diligence in keeping your code confidential.

Access to the Training Content requires the functioning of servers, websites and internet connections. eIntegrity undertakes to provide a service at least meeting e-learning industry

norms for those elements of availability which are under its control. It does not undertake to provide availability to the Training Content at any specific time. Under the conditions of this Licence, eIntegrity specifically excludes liability to you or any third party for losses arising from the non-availability of access to the Training Content at any particular time. If you provide evidence that the general availability of access is inferior to that which could be expected under normal industry standards because of failure on the part of eIntegrity, eIntegrity may provide compensation which will not in any event exceed the price paid by you, or on your behalf, to purchase this Licence.

eIntegrity Subscription Services

Licences are purchased for twelve months on a single-user basis.

Organisations purchasing multiple licences can purchase licences for End Users and upload the licences at any time within 12-months of the invoice date. Once uploaded licences expire 12-months after upload. All licences purchased must be allocated to End Users within 12-months of the date of the invoice.

In addition to the annual single user licence fee, eIntegrity provides monthly subscription purchase options for some programmes when purchasing licences online via the eIntegrity website. When selecting a monthly subscription option, you accept that:

- Payments are automatically debited from your given payment method each subscription period
- Payments automatically continue unless cancelled by you
- You can cancel your subscription any time by emailing subscriptions@eintegrity.org

What information does eIntegrity hold?

eIntegrity captures certain information on each user as part of the registration process. This data enables the creation of an accurate user profile, which is necessary for reporting purposes and to offer users learning that is relevant to their needs. The data that is stored is limited to information relating to users' work, such as their job role, place of work or membership number for a professional body (e.g. General Medical Council number). We will never ask for your home address or any other domestic information.

When accessing the eIntegrity Portal on the e-LfH Hub, you will be asked to set up some security questions, which may contain personal information. These questions are solely intended to enable users to log in if they forget their password and will never be used for any other purpose. The answers that users submit when setting up these security questions are encrypted in the database so that no-one can view what has been entered, not even e-LfH administrators.

e-LfH also store a record of all learning activity by all users on portal.eintegrity.org and on e-lfh.org.uk, including posts on forums or other communication media, and all enquires to the e-LfH Service Desk.

How does eIntegrity process the information we hold?

Information collected by eIntegrity is solely processed to deliver online learning and to store and report on users' learning activity. It will never be sold for financial gain or shared with other organisations for commercial purposes.

Examples of how eIntegrity might use the data held include but are not limited to the following:

- For internal review

- Customising the content and/or layout of the portal.eintegrity.org and on e-lfh.org.uk
- Notifying users about updates to the portal.eintegrity.org and on e-lfh.org.uk
- Gathering feedback or input on the service, content or layout of the portal.eintegrity.org and on e-lfh.org.uk
- Giving users access to their own learning history
- Making users' learning activity records visible to specific named individuals, such as tutors, to allow tutors to view their trainees' activity. A user would have to give their explicit approval to authorise another user to view their records (however eIntegrity users that are accessing Training Content as part of an agreement with an employer or overarching body/organisation may have their learning activity shared with them).
- Providing anonymous summary data to partner organisations, such as professional bodies or organisations.

Who can see users' data?

eIntegrity and e-LfH administrators and other approved people working within eIntegrity and e-LfH have access to users' training records and user profiles. This may include our suppliers but such organisations will be asked to sign Non-Disclosure Agreements and will never be allowed to use the information for commercial purposes.

GDPR

Under the new General Data Protection Regulations (GDPR), you have many rights regarding your personal data, including seeing what data we hold for you, your right for erasure and also withdrawing consent of data processing. Note that withdrawing consent will result in your account being anonymised and access to the e-LfH Hub removed.

View the [eIntegrity Privacy Notice](#). View the [HEE Privacy Notice](#).

If you have any queries relating to GDPR please contact us at enquiries@eintegrity.org.

Use of cookies

For more information on cookies, please see the [Information Commissioner's Office web site](#).

eIntegrity and e-LfH do use cookies on portal.eintegrity.org and e-lfh.org.uk but in a limited fashion and users have to agree to cookie usage in line with ICO guidance.

The majority of cookies on portal.eintegrity.org and e-lfh.org.uk are used to keep track of a user's input when filling in online forms, known as session-id cookies, which are exempt from needing consent as they are deemed essential for using the site. We also use a cookie to remember usernames if the user checks the 'Remember me' box on the log in page.

eIntegrity and e-LfH also use Google Analytics to collect anonymous information about how the site is used, including the number of unique users, the pages they visited, which browser they use etc. Google Analytics also uses cookies.

Linking to portal.eintegrity.org and e-lfh.org.uk

Please let us know if you wish to link directly to pages on portal.eintegrity.org and e-lfh.org.uk by emailing enquiries@eintegrity.org. We do not object to you linking directly to the information that is hosted on our site. We do not permit our pages to be loaded into frames on your site; portal.eintegrity.org and e-lfh.org.uk pages must load into the user's entire window.

eIntegrity and e-LfH reserves the right to move or change its web site URLs at any time in order to meet changing business needs and to continually improve its online service. External web

sites link to the eIntegrity and e-LfH web site at their own risk. We do not encourage deep linking but recommend linking to section homepages, which are less likely to move or change.

Intellectual property

All intellectual property rights relating to the online learning resources remain with eIntegrity, e-LfH or its partners. Users have no rights other than to access the learning resources for the purpose of personal study. No modification of any kind is to be attempted to be made to the learning resources. No downloading or copying of any content to electronic or photographic media is allowed. Limited printing of pages of the learning resources is authorised only to the extent reasonably required by you to aid personal study. No part of the learning resources can be reproduced by any means or under any format other than as a reasonable aid to your personal study. You accept liability for any losses suffered by e-LfH arising from your breach, or attempted breach, of its intellectual property rights.

The names, images and logos identifying eIntegrity and e-lfh.org.uk and its projects are proprietary marks of eIntegrity and e-LfH. If you wish to copy or use the eIntegrity logo, you must get prior approval from e-LfH by emailing enquiries@eintegrity.org. If you wish to copy or use the e-LfH logo, you must get prior approval from e-LfH by emailing enquiries@e-lfh.org.uk.

Tell us how and why you wish to use our logos. Please include your contact details: name, address, telephone number and email.

Disclaimer

The e-lfh.org.uk and eintegrity.org web sites, the Training Content and material relating to Government information, products and services (or to third party information, products and services), is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in these sites or the Training Content will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the portal.eintegrity.org and e-lfh.org.uk.

Although we may from time to time monitor or review discussions, chat, postings, transmissions, bulletin boards and other communications media on portal.eintegrity.org and e-lfh.org.uk, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, omission, infringement, defamation, obscenity, or inaccuracy contained in any information within such locations on portal.eintegrity.org and e-lfh.org.uk.

eIntegrity retains the right to withdraw the Training Content, or cancel your access to it, at any time in the period covered by your End User Licence. If the removal of access is a result of a demonstration or reasonable suspicion of breach by you of any of the conditions of the Licence, eIntegrity will not consider any claims by you for compensation and reserves the right to take legal action against you to recover losses to it resulting from your breach of conditions. If the withdrawal is for reasons unconnected to you, eIntegrity may provide you with compensation not exceeding the price paid by you, or on your behalf, to purchase this Licence. You accept

the right of eIntegrity to withdraw access within the licensed period subject to these provisions for compensation.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

You understand that the commercial terms governing this Licence, which include the timing and duration of access to the Training Content, are those offered by eIntegrity and accepted by you and that those commercial terms are wholly without prejudice to any part of these Licence conditions. In the event of any actual or perceived conflicts, these conditions, which cannot be varied, have primacy over any other offers or communications you may have had from eIntegrity. If you are unable to understand, or you do not wish to accept, any of the conditions set out above, do not access the Training Content and any payments received by eIntegrity from you or on your behalf will be refunded. If you access the Training Content, this will be deemed as acceptance by you of all of the conditions set out above.

Links to external web sites

Links contained in e-lfh.org.uk, eintegrity.org, or any of the Training Content will lead to other web sites which are not under our control. We are not responsible for the content of any linked site. Listing and linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

Email Disclaimer

The purpose of this policy is to ensure that people who communicate with eIntegrity and e-LfH understand the way in which electronic mail (email) should be used. Its aim is to ensure that email is used effectively for its intended purpose without infringing legal requirements or creating unnecessary business risk.

The statement below applies to all incoming and outgoing email messages to or from eIntegrity and e-LfH:

"This email and any files transmitted with it are confidential. If you are not the intended recipient, any reading, printing, storage, disclosure, copying or any other action taken in respect of this email is prohibited and may be unlawful. If you are not the intended recipient, please notify the sender immediately by using the reply function and then permanently delete what you have received. Internet email is not a secure medium. Emails sent via the Internet could be intercepted and read by someone else. Please bear that in mind when deciding whether to send material to eIntegrity and e-LfH.

You have a responsibility to ensure laws are not broken when composing or forwarding emails and their contents.

Attachments to email messages may contain viruses that may damage your system. Whilst eIntegrity and e-LfH has taken every reasonable precaution to minimise this risk, we cannot accept any liability for any damage which you sustain as a result of these factors. You are advised to carry out your own virus checks before opening any attachment."

Virus protection

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet.

We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this web site.

Updated January 2020

We may at any time revise these terms and conditions. If this happens, you will be asked to accept the new terms and conditions the next time you log in to the eIntegrity Hub. If you do not accept the new terms and conditions, you will not be able to continue using the learning resources.

Contact: enquiries@eintegrity.org