

Helm

To start using your Helm account, you need to agree to these Terms and Conditions.

You can stop using the Service at any time.

You must obey the law, choose a secure password, and notify Helm or our partner (GP) of any security problems. You are responsible for information you input into Helm, whether this is “top 3 things to know about me” information, or information about you which you have copied/downloaded from one of our health and care partners.

If you find a problem with data from a health and care partner, e.g. your GP, please contact that clinical team. If you find a problem with data you entered into Helm, e.g. your “top 3 things to know about me” information please contact Helm directly via info@myhelm.org

Questions related to data protection and privacy can be addressed to Helm at:

info@myhelm.org

Full Helm Service Agreement

1. What this account service agreement covers

This account service agreement sets the terms and conditions that apply between the user (“you”) and Leeds City Council (“we”, “us”, “our”) in relation to your use of your Helm account.

This account service agreement applies to the provision and management of your Helm account, and the Helm software and service including updates that you use while this agreement is in force collectively referred to as “Helm services”.

Please note that we do not provide warranties for Helm services. This agreement also limits our liability. These terms are in sections 9 and 10 and we ask you to read them carefully.

2. How you may use the Service

You must be at least 16 years of age. You may start using Helm services as soon as you have completed the sign-up and verification process via NHS Login. Support is available via help links. You may cancel Helm services at any time. In your Helm account you are able to securely store information about you as specified in clause 1. You may only send and store content that is legally permissible and appropriate for Helm services.

In using the Service, you will:

- obey the law;
- obey any codes of conduct or other notices we provide;
- keep your Account password secret;
- promptly notify us if you observe/learn of a security breach related to Helm services; and
- help Helm maintain a healthy and vibrant environment by reporting any illegal or inappropriate behaviour.

3. How you may not use the Service

In using Helm services, you may not:

- use Helm services in a way that harms us or any of our health and care partners, or any other party who the Council contracts with in connection with the provision of Helm services
- use any portion of Helm services as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam");
- use any automated process or service (such as a BOT, a spider, periodic caching of information stored by Helm, or "meta-searching") to access and/or use Helm services;
- use any unauthorised means to modify or reroute, or attempt to modify or reroute, Helm services;
- damage, disable, overburden, or impair Helm services (or the network(s) supporting or connected to Helm services) or interfere with anyone use and enjoyment of Helm services ; or
- re-sell or redistribute Helm services, or any part of Helm services.
- Access or attempt to access the Helm account of any other person, or any information about any other person which is held by any of our health and care partners.

4. Intended use of Service

Helm services are intended for you to conveniently access, contribute and manage your personal data relating to your health via your Helm account. The information that you access via your Helm account may not always be accurate or up-to-date. If you believe information to be inaccurate, you should verify its accuracy with your GP practice before you act on the information. GP Practices are responsible for the accuracy of data and information in their records and our health and care partners are responsible for whether and within what timescale they access your "top 3 things to know about me" information, and for their use of that information.

5. You are responsible for your account

Only you may use your Helm account. You are responsible for all activity that takes place with your sign-in credentials.

6. Privacy

We consider your use of Helm services to be private. However, we may access (or permit access to others, where lawful) or disclose information about you, your Helm account and/or the content of your communications, in order to:

1. comply with the law or legal process served on us;
2. enforce and investigate potential breaches of this agreement, including use of Helm services to participate in, or facilitate, activities that violate the law; or
3. protect the rights, property, or safety of the Council, its employees, its customers or contractors or the public. By using Helm services you consent to the access and disclosures outlined in this section 6.

We may use technology or other means to protect Helm services, protect our partners or contractors or the public, or stop you from breaching this agreement. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of Helm services.

To help us to provide and further develop Helm services, we may collect certain information about Helm services performance, the device you are using to access Helm, and your use of Helm services. We may automatically upload this information from the device you are using to access Helm. This data will not personally identify you. You may read about this information collection in more detail in the privacy notice.

A health and care partner may access your “top 3 things to know about me” information which you enter and store in your Helm account, in the way set out in Section 15.

All the information that you enter and store in your Helm account will be stored in accordance with the Helm retention and destruction policy. Your account and associated data will be considered active until you either request removal from Helm, or your account is dormant for a period of 12 months. If your account is dormant for a period of 12 months a notification will be sent to you via email after which time it will become locked if you don't go back into your Helm account. After this time re-registration will be required.

If you have not accessed your Helm account after a period of 3 years, your Helm account and all data in your Helm account will be deleted. During this 3 year period, any stored data in your Helm account will only be accessed for the purposes of checking what information you agreed to share with our health and care partners from time to time. All information gathered for use during the evaluation of Helm will be retained by the Council's Project Evaluation Team for a period of one year after submission of the final evaluation and then confidentially destroyed in accordance with the Council's Retention and Destruction protocol.

7. Software

You must not copy, disassemble, decompile, or reverse engineer any software, code, script or content included in Helm services.

8. Authentication network

The Council and/or NHS Digital will provide you with authentication credentials to use with Helm services. You are solely responsible for your dealings with the Council / NHS Digital. We may cancel or suspend your access to Helm services for inactivity, which we define as failing to sign in to your Helm account for more than 12 months. When your access is cancelled we will manage any of your data within the system according to the Helm Records Management Policy.

9. We make no warranty

There are lots of factors that can affect whether or not Helm services are available, including the availability of your internet connection. The accuracy, quality or timeliness of your information is mainly determined by the accuracy, quality and timeliness of the people who supply or upload the information about you in the records of our health and care partners. The Council cannot, therefore, give a warranty in relation to Helm services or in relation to the information about you which you access, copy or download from our health and care partners' records.

We provide Helm services "as-is," "with all faults" and "as available". We do not guarantee the availability of Helm services or the accuracy or timeliness of information about you which you access, copy or download from our health and care partners' records. You may have consumer rights under UK law that this agreement cannot change. To the fullest extent permitted by UK law, we exclude any implied warranties including those of merchantability, fitness for a particular purpose, standards and non-infringement.

Helm services enable you to access, and store records created by our health and care partners and Helm services do not themselves provide medical or any other health or care advice, diagnosis or treatment. Always seek the advice of qualified professionals if you require healthcare advice, diagnosis or treatment. Never disregard professional medical advice or delay in seeking it because of information you access on or through Helm services.

10. Liability limitation

The person responsible to you if you have a problem with Helm services or your personal information depends on what the problem is. In the first instance, you should approach our relevant health or care partner, who can investigate and either get the problem addressed for you or (if appropriate, where the partner believes the problem is our responsibility) raise the matter with the Council via info@myhelm.org. For problems with service availability you should always check your own internet connection is available first.

The following paragraphs set out how far the Council is liable to you in any case where (a) you have a problem with Helm services, (b) it is confirmed as resulting from the Council not meeting obligations that it owes directly to you (such as under data protection law), and (c) as a direct result you suffer loss or damage.

You can recover from the Council only direct damages if the Council is liable to you (as described above) and our liability to you cannot lawfully be excluded.

You cannot recover any other loss, damage or damages, including indirect, consequential, special, indirect, incidental or punitive loss, damage or damages, or lost profits. This means that, in each case, you cannot claim for such loss, damage or damages.

The above limitations apply in relation to:

- Helm services,
- viruses or other third party content that affects your access to or use of Helm services or any of your devices or other software or services,
- incompatibility between Helm services and other services, software or hardware,
- damages resulting from or caused by use of or failing NHS Login;
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with Helm services in an accurate or timely manner, and

- claims for breach of this agreement, breach of warranty, guarantee or condition, strict liability, negligence, breach of statutory duty or other tort.

They also apply if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- the Council knew or should have known about the possibility of the loss, damage or damages.

The above limitations and exclusions of the Council's liability will apply to the fullest extent permitted by the applicable laws. We limit our liability in this way in view of the fact that Helm services are provided without charge to you.

Questions related to data protection and privacy can be addressed to Helm at:

info@myhelm.org

11. Changes to the Service; If we cancel the Service

We may change Helm services or delete features at any time and for any reason but we will notify you if we do so. We may cancel or suspend your Helm services at any time. Our cancellation or suspension may be without cause and/or without notice. Upon cancellation, your right to use Helm services stops right away.

12. How we may change the Service Agreement

We may change this agreement in our discretion by posting new applicable terms and conditions. If you do not agree to the changes then you must stop using Helm services. If you do not stop using Helm services, then your use of Helm services will continue under the changed agreement. The Council will notify users of changes to this agreement, acceptance therein is assumed if refusal is not submitted within 30 days of notification and refusals should be notified to info@myhelm.org.uk

13. Interpreting the Service Agreement

All parts of this agreement apply to the maximum extent permitted by law. A court may hold that we cannot enforce part of this agreement as written. If this happens, then we may exercise our right under condition 12 above and replace that part with terms that most closely match the intent of the part that we cannot enforce. This is the entire agreement between you and us regarding your use of Helm services. It supersedes any prior agreement or statements regarding your use of Helm services. If you have confidentiality obligations related to Helm services, those obligations remain in force (for example, you may have been a beta tester). The headings used in this service agreement do not affect the interpretation of its terms and conditions.

14. Assignment; No third party beneficiaries

We may transfer or assign this service agreement and/or Helm services, in whole or in part, at any time with or without notice to you. You may not transfer to anyone else, either temporarily or permanently, any rights to use Helm services or any part of them. This service agreement is solely for your and our benefit (and the benefit of any person to whom we

transfer or assign the service agreement and/or the Helm services). It is not for the benefit of any other person.

15. Management of your data

Your “top 3 things to know about me” data and information which you enter and store in your Helm account is a shared electronic record, which each of our health and care partners can access, provided you have granted permission for this information to be disclosed to our health and care partners and provided such partner is or has provided healthcare services to you. If you require a health and care partner to change how they use your data or information, you must speak to them.

If you or we, or a health and care partner deletes or amends your data this could result in a data and information loss that is needed to for provide your care and therefore you should seek to make health and care partners aware of any changes in your data or information directly.

16. Notices we send; Consent regarding electronic information

This service agreement is in electronic form. There may be information regarding Helm services that the law requires us to send you. We may send you this information in electronic form. We may provide required information to you:

- by e-mail at the e-mail address you specified as part of your sign-up and identity verification for Helm services;
- by access to a Helm services web site that will be designated in an e-mail notice sent to you at the time the information is available; or
- by access to a Helm services web site that will be generally designated in advance for this purpose.

Notices provided to you via e-mail will have a grace period of 14 days before being deemed given and received, this period will commence on the transmission date of the e-mail. As long as you can access and use Helm services, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using Helm services.

17. Choice of law and location for resolving disputes.

The laws of England govern Helm services, this service agreement and how this service agreement is interpreted and applied, and English law applies to any legal claim or matter arising under or in relation to the Helm services or the service agreement.

You and we irrevocably consent to the exclusive jurisdiction and venue of the United Kingdom for all disputes arising out of or relating to this service agreement.