

Fizzyo: Dashboard App, Website and Games

Terms of Use

This statement sets out the Terms and Conditions of use of the Fizzyo website, Fizzyo dashboard physiotherapy monitoring application (dashboard app) and Fizzyo Games.

- The service is provided by the Fizzyo team who may change the content or services found on this site at any time without notice, and consequently the terms and conditions may change at any time in the future.

Your use of this Fizzyo dashboard will constitute your agreement to the following terms and conditions. Please read the details set out below carefully before using this system (the "website and app").

By accessing this site, you agree to be bound by the following terms and conditions and disclaimers:

- (the "Terms"). References to 'you', 'your' and 'yours' are references to the person(s) accessing the site.
- References to 'we', 'us' and 'our' are references to UCL, Fizzyo part of University College London, Physiotherapy, RCCA, III, UCL Great Ormond Street Institute of Child Health, 30 Guilford Street, London, WC1N 1EH.

Accepting the Terms

These Terms are to be read by you together with any terms, conditions and disclaimers provided in the pages of the site. In the event of any conflict, the terms, conditions and disclaimers provided in the pages of the Site shall prevail over these Terms.

Changes to the Terms

The information, material and content provided in the pages of the Fizzyo site may be changed at any time without notice. Changes may be made to the Terms at any time without notice by updating this posting. You agree to review the Terms regularly and your continued access to or use of the Website and dashboard app will mean that you agree to any changes.

The Terms apply to all users of the Fizzyo system, including users who are also contributors of content. "Content" includes the text, graphics, photos, sounds, music, videos including audiovisual combinations and interactive features and other materials you may view on, access through or contribute to Fizzyo.

Agreement

In order to use the Fizzyo dashboard app you must firstly agree to the terms. You may not use the Fizzyo dashboard app if you do not accept the terms.

By accessing and viewing content, you have accepted the terms by simply using the Fizzyo dashboard app. UCL and ISD will treat your use of the Service as acceptance of the Terms from that point onwards.

You agree that you will be solely responsible (to Fizzyo, and to others) for all activity that occurs under your Fizzyo account. You are wholly responsible for use of the Fizzyo dashboard app by any person using your computer and you must ensure that any such person complies with these Terms.

You must notify the Fizzyo team immediately of any breach of security or unauthorised use of your Fizzyo account that you become aware of.

General restrictions on use

The Fizzyo dashboard app, sensor and website are for use by a specific person or family for research purposes and should not be used by other individuals.

Content

You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Fizzyo content for any other purpose without the prior written consent of Fizzyo administrators or the respective copyright holder of the content.

Content may be used for any other purpose yet defined, without written permission from the Fizzyo Team and data controller for the project.

Content may not be donated, or otherwise allocated to any other 3rd party without permission of the copyright holder or Fizzyo team.

If you are not the copyright holder, then a copyright and credit statement should always be given when using or embedding any content from the system.

You agree not to use the Fizzyo system (including the Fizzyo app) for commercial uses, unless you can prove you have obtained written approval, this includes:

- the sale of access to the Service
- the sale of advertising, sponsorships or promotions placed on or within the service, or content;

You agree not to solicit, for commercial purposes, any users of Fizzyo with respect to their content; and you agree not to access content for any reason other than your personal, non-commercial use solely as intended through and permitted by the normal functionality of the service for the Fizzyo study.

All content that is made public will be made available for download, unless a specific request is made to the Fizzyo administrators.

Service operation and maintenance

As part of continuing innovation, you acknowledge and agree that Fizzyo may stop (permanently or temporarily) providing the service (or any features within the service) to you or to users generally at Fizzyo's sole discretion, without prior notice to you.

Whilst we have taken reasonable steps to ensure the accuracy, availability, correctness and completeness of the information contained within Fizzyo, whether provided by UCL or a third party, information is provided on an "as is", "as available" basis and we do not make any warranty of any kind, whether express or implied.

The use of the Fizzyo system is at your sole risk. We shall not be liable for any loss or damage whatsoever and whosoever arising as a result of your use or reliance on the information contained on the website to the maximum extent permitted by law.

Fizzyo do not represent or warrant that the Fizzyo system will be available and meet all your requirements. Fizzyo cannot guarantee that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information.

You must undertake reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

Fizzyo make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with Fizzyo

Trademarks and Copyright

Copyright in the page's screens, information and material in their arrangement included in this Site is owned by or licensed UCL, unless otherwise noted:

UCL Copyright Policy

UCL operates a clear copyright policy. Details of that policy can be found here:

<https://www.ucl.ac.uk/library/copyright>

As part of Fizzyo's copyright policy, Fizzyo will terminate user access to the Service if a user has been determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice.

You may imprint, copy, download or temporarily store extracts from our Site for your personal information.

You must not alter anything. Any other use is prohibited unless you first get our written permission.

In particular, no one may use a part of Fizzyo on any other website, or link any other website to our Site, without our prior written permission.

All content is subject to copyright and it is a condition of use that all content should be credited accordingly. Where possible a creator's credit line should always be present when using content from Fizzyo. When logged in to UCL Fizzyo, please read the copyright statement linked to this site.

The terms and conditions are governed by and interpreted in accordance with the laws of England and Wales and the courts of the above jurisdiction will have non-exclusive jurisdiction in respect of any dispute, which may arise.

Fizzyo Privacy Statement

Professor Eleanor Main and UCL are the Data Controllers under the Data Protection Act 1998 for any of the personal data uploaded or otherwise provided in connection with the use of Fizzyo Information identifying an individual, such as a visual image or video recording should only be uploaded with the prior consent and knowledge of the individual or individuals identified and in full compliance with the terms of use.

Personal information related to users of Fizzyo will be used only for the administration of the service, this includes the logging of and contacting of users where complaints relating to uploaded content are received or content has been deemed inappropriate and in violation of the terms of use. Inappropriate content will be removed from Fizzyo and violations of the terms of use may be reported to:

ucl-fizzyo@ucl.ac.uk

Information relating to user accounts will be securely controlled and all processing will be undertaken in accordance with, and as permitted by, the requirements of the Data Protection Act 1998 (DPA).

Personal content with its linked metadata will be retained for a minimum period of 15 years from upload. UCL reserves the rights to archive content after this period.

Further information on Data Protection at UCL is available here:

https://www.ucl.ac.uk/informationsecurity/policy/public-policy/Data_protection_policy_ISC_20110215

In addition, for the purposes of the Freedom of Information Act and the Environmental Information Regulations UCL is a public authority and therefore information held as part of Fizzyo will fall within the scope of this legislation.

CONTACT INFORMATION

Data Controller and Chief Investigator Project Fizzyo

Professor Eleanor Main FCSP (BSc, BA, MSc, PhD)

UCL GOS Institute of Child Health

30 Guilford Street

London

WC1N 1EH

e-mail: ucl-fizzyo@ucl.ac.uk

Privacy Policy

Fizzyo is a study and equipment name used by UCL Physio (“we”, “our” or “us”) part of University College London, Physiotherapy, RCCA, III, UCL Great Ormond Street Institute of Child Health, 30 Guilford Street, London, WC1N 1EH. Tel: 0207 905 2754

This Privacy Policy and any documents it references, inform you how we collect and use the information (“Personal Data”) you provide in research with Fizzyo including use of the ucl-fizzyo.com website and its services (the “Website”). Fizzyo knows how much you care about the way your Personal Data is used. We are committed to protecting the integrity and confidentiality of your information and act in a careful, sensible manner in compliance with the Data Protection Act 1998 and the European General Data Protection Regulation. We appreciate the trust you place in us.

What is Personal Data?

Personal data is defined as that which relates to a living individual who:

- Can be identified from that data (e.g. name, address, postcode, telephone number, photograph or image, or some other unique personal characteristic)
- Can be identified from that data and any other information which is in the possession of, or likely to come into the possession of, the data controller.

Personal Data does not include information such as data, messages, text, graphics, images, photos, video, sounds, profiles, works of authorship and any other materials that have been posted on to the Serif.com web site. The use of this information is detailed in our Terms and Conditions. As such data from the Fizzyo dashboard and website are not personal data as no personal details are recorded. However personal details are collected from medical records and held in a secure database at GOSH which the data controller is also responsible for.

We may modify this Privacy Policy from time to time without notice. When we do we will update the “Last Updated” date. It is therefore important that you regularly review this privacy policy to ensure you are updated as to any changes.

Who controls the Personal Data that is collected?

All Personal Data collected is in the control of Fizzyo and the data controller is Prof. Eleanor Main. In the event that Fizzyo, or UCL were subject to a change of ownership, the control and permissions that you have granted us with regard to your Personal Data will be transferred to the new owner.

How do we collect Personal Data?

When you visit our Website, we use cookies (see below for more information about cookies) to collect web site usage information such as the type and version of browser and operating system you use. Cookies are not used to store personal details such as your name and address. When you become a member of our Web Site, a profile is created which we recommend does not include personal details.

By using the Fizzyo dashboard a telephone number is required for technical support services, this will not be linked with other personal details on the Fizzyo website or dashboard

What Is Personal Data used for?

The Personal Data we collect is essential in helping us to provide an excellent overall experience for our users and for helping us to continually improve that experience. We use Personal Data in three main ways:

1. To allow log-in and full access to our Website in order for you to keep the personal details in your profile up to date and to personalise your Website experience.
2. To generally help us improve the Fizzyo experience for you and others.
3. For technical and support communication, there is no marketing communication associated with Fizzyo

Where do we store Personal Data?

We store all personal data collected via our website and forum on secure servers located in the United Kingdom.

Do we share Personal Data?

We will not share your Personal Data with third parties without having obtained your permission.

We will only disclose your personal information, without your permission or notice, if required to do so by law or in the good faith believe that such action is necessary to:

- Conform to the edicts of the law or comply with legal process served on us.
- Protect and defend our lawful rights and property.
- Act in urgent circumstances to protect the personal safety of our users and the public.

How can you gain access to Personal Data?

You can access your user information by accessing your profile through the log-in process of our Web Site. We recommend not using identifiable data within the app.

You can request and obtain details of the Personal Data we may hold about you by emailing us at [ucl-fizzyo@ucl.ac.uk](mailto:fizzyo@ucl.ac.uk) or data-protection@ucl.ac.uk or by writing to us at the following address:

*Data Controller and Chief Investigator Project Fizzyo
Professor Eleanor Main FCSP (BSc, BA, MSc, PhD)
UCL GOS Institute of Child Health
30 Guilford Street
London
WC1N 1EH*

When contacting us, please provide brief details of the information required as this will help us to accurately respond to your request. For the protection of all our customers, we will take all reasonable steps to confirm your identity before providing you with details of any Personal Data we may hold about you and we will aim to respond to such requests within 20 working days.

How secure is your Personal Data?

We recognise that people are increasingly concerned about the protection of Personal Data from misuse and abuse, and about privacy in general. We constantly review and enhance our technical, physical and

managerial procedures in connection with the collection, storage and disclosure of Personal Data in order to protect it from unauthorised access, accidental loss and/or destruction.

It is important for you to remember to protect yourself against unauthorised access by guarding your password. For example, make sure you logout or close your browser whenever you leave the computer tablet or PC.

[Do we transfer Personal Data overseas?](#)

The Fizzyo study is only based within the UK so data transfer outside of the UK is not anticipated. However the Internet is a global environment. Using the Internet to collect and process Personal Data involves the transmission of data on an international basis. By browsing our Web Site and communicating with us you acknowledge and agree that your Personal Data may be transferred overseas but only to the minimum extent necessary and only in accordance with the other terms of this privacy policy.

[Do we monitor and/or record communications?](#)

Monitoring or recording of your calls, emails, and other communications may take place in accordance with UK law, and in particular for business purposes, such as for quality control and training, and in order to prevent or detect crime. Please visit the following website for further information: ico.gov.uk

[Your right to be forgotten](#)

You can request that we delete your account and any Personal Data we have collected from you by emailing us at data-protection@ucl.ac.uk or ucl-fizzyo@ucl.ac.uk. Please be aware that once deleted, your account will no longer be accessible and you will have withdrawn from the study so associated study equipment must also be returned.

[Cookies](#)

A cookie is a small text file that is placed on to your computer via your web browser when you visit a website. Cookies are used to save certain information, such as storing the contents of your shopping basket or noting the last time you visited a website.

Cookies are only used to store data. They are not used to do anything harmful like start a process or infect your computer.

There are number of cookies that are stored as soon as you visit our website. Some are necessary for certain functions of the website and others record when you have visited certain specific areas of our website. Cookies used by Fizzyo are not used to target advertising or other similar features.

Cookies don't stay around forever and your web browser will eventually delete them. When a website stores a cookie, it states how long the cookie should stay on the computer for – this can be for the current visit only or for a period of time, for example one year. You can choose to delete our, or any website's, cookies from your web browser at any time (for help on how to do this, go to <http://www.aboutcookies.org>).

[Questions](#)

If you have any questions about our Privacy and Cookies Policy, please get in touch using the details above.

Last Updated: 21st May 2018