

‘TERMS OF USE’

UK Demonstration site

NOTE: This document is a demonstration document to illustrate how our terms of use works

1. Introduction

This document is intended for you as a user of this demonstration system of Pragmatic Tracker. By the nature of the data being collected and the use it is intended for, it is essential there are strong safeguards in place to protect the information and the people it is about. This document is one element in an overall package of protective measures.

2. Why is it important to read these Terms of Use?

This document sets out important information you need to know as a user of the Pragmatic Tracker online software. As a User you are required to agree and abide by a set of terms and conditions that are laid out in this document. It is important that you understand them fully and confirm your acceptance as part of the electronic signup process.

3. What do these Terms of Use cover?

These Terms of Use cover your use of our online system for managing psychometric data gathered by you about your clients. This software is of a type known as ‘SaaS’ which stands for “Software as a Service”. It means the software is only accessed online and does not reside on your own computer. These Term of Use apply regardless of the sort of device you are using to access the software. By device, we mean computer, laptop, tablet, smart phone or any type of electronic device that connects to the internet.

4. What terms do you agree to abide by, when using the Pragmatic Tracker system?

By using the Pragmatic Tracker system, you agree that:

- 4.1 You are 18 years of age or older.
- 4.2 You are currently granted access on a temporary basis to try out Pragmatic Tracker
- 4.3 You will not let anyone else use your Pragmatic Tracker account.
- 4.4 You will keep your login details, including your password secret.
- 4.5 You will not seek to pass yourself off as someone else.
- 4.6 You will not share your account with another user.

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- 4.7 You will only enter data on client cases that specifically relate to your own work with those clients.
- 4.8 You will use all reasonable endeavours to prevent any unauthorised access, or use of, Pragmatic Tracker and, in the event of becoming aware of any such unauthorised access or use you will notify us promptly.
- 4.9 You will always act honestly and professionally. Unacceptable behaviour would include abusive, offensive, defamatory behaviour, infringing anyone's privacy, harassing or doing anything which would upset or be disrespectful to someone through the use of Pragmatic Tracker.
- 4.10 You are aware of the importance of protecting your clients' identity and privacy in relation to data you record about them (see data protection, section 5, below).
- 4.11 You will abide by the policies and procedures of **(your organisation)**.
- 4.12 You will not copy, adapt, modify, translate, disassemble, decompile or reverse engineer the software.
- 4.13 You will not engage any illegal activity by way of distributing software viruses or similarly destructive agents, that we, in our absolute and reasonable opinion, deem to be harmful.
- 4.14 You will not access any part of the software in order to build a product or service which competes with Pragmatic Tracker.
- 4.15 If there is suspicion or evidence that you are breaching any of the terms in this section or any of the other parts of these Terms of Use, then we will suspend your account pending further investigation.

5. What you need to know about Data Protection

NOTE: For non-UK organisations sections 5.2, 5.4 and 5.5 may need to be deleted but can be used as advisory points so organisations can seek the appropriate information for their jurisdiction

- 5.1. Privacy and Data Protection laws exist in most parts of the world and are designed to protect personal information about individuals and organisations. As Pragmatic Tracker is designed to capture and manage clinical data on individual people it is important that you understand and comply with legal regulations.
- 5.2. **In the United Kingdom this is the Data Protection Act 1998 and the General Data Protection Regulation (2018), details of which are available through the Information Commissioners Office (ICO) at their website <http://www.ico.org.uk/>.**

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- 5.3 'Personal data' means any information relating to a person (a 'data subject') who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
- 5.4 All UK businesses (including sole traders) that process personal information electronically must pay a fee to the ICO. A new fee charging structure came into effect on 25 May 2018, to coincide with the GDPR.
- 5.5 Help with understanding how to assess your responsibilities under GDPR is available here: <https://ico.org.uk/for-organisations/data-protection-fee/self-assessment/>
- 5.6 VERY IMPORTANT: Throughout Pragmatic Tracker are warnings about the importance of ensuring the safety of your client confidentiality by using anonymous pseudonyms and by ensuring no identifiable information is captured in any notes. **If you choose to ignore these warnings this is your sole responsibility.**
- 5.7 Furthermore, it's your responsibility to ensure that you properly follow the policies and procedures laid down by (your organisation) so that clients are informed about the purpose of Pragmatic Tracker and that you obtain their written consent before entering any of their details into the system. 'Informed' consent is a hallmark of good practice.

6. Intellectual Property Rights

- 6.1 Manyother Limited is the exclusive owner of the IPR for the Pragmatic Tracker software.
- 6.2 Within the Pragmatic Tracker system a number of psychometric questionnaires are provided for use by you. All of these questionnaires are copyright protected by various organisations.
- 6.3 As a user of the Pragmatic Tracker system you are permitted to use these questionnaires in both paper form and electronic format.

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