

General Terms of Use (Public) v1

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE CATALOGUE

1. Background

- a. <https://buyingcatalogue.digital.nhs.uk>, known as the "**Catalogue**", is a website that is:
 - i. used by suppliers to undergo compliance processes and market, and sell, digital services; and
 - ii. used by potential buyers of those services, such as Clinical Commissioning Groups, to inform their purchasing decisions for various digital services.
- b. The Catalogue is operated by NHS Digital ("**we**", "**us**", "**our**").
- c. These Catalogue General Terms of Use apply to all of the Catalogue's users ("**you**", "**your**"). If you are, or intend to be, a buyer of the products and services on the Catalogue, you will also need to execute the "**Catalogue Buyers' Terms of Use**". If you are a supplier of the products and services on the Catalogue, you will also need to execute the "**Catalogue Agreement**".
- d. These Catalogue General Terms of Use set out the standards that apply when you access the Catalogue, link to our Catalogue, or interact with our Catalogue in any other way.

2. Acceptance of these terms

- a. By using the Catalogue, you confirm on a continuing basis that you accept and will comply with these Catalogue General Terms of Use.
- b. If you do not agree to these Catalogue General Terms of Use, you must not use the Catalogue.

3. Scope of use

- a. We grant a non-exclusive, non-transferable, royalty free licence to you to connect to the Catalogue to view authorised parts of the Catalogue.
- b. You may use our Catalogue only for lawful purposes. You may not use our Catalogue:
 - i. in any way that breaches any applicable local, national or international law or regulation;
 - ii. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - iii. for the purpose of harming or attempting to harm minors in any way;
 - iv. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

- v. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- c. You also agree that you shall not:
- i. reproduce, duplicate, copy or re-sell any part of our Catalogue;
 - ii. attempt to:
 - A. copy, adapt, duplicate, modify, create derivative works from or distribute all or any portion of any application program interface technology you access through the Catalogue; or
 - B. reverse compile, decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Catalogue; or
 - C. make changes or error corrections to the Catalogue in whole or in part;
 - iii. access without authority, interfere with, damage or disrupt:
 - A. any part of our Catalogue;
 - B. any equipment or network on which our Catalogue is stored;
 - C. any software used in the provision of our Catalogue; or
 - D. any equipment or network or software owned or used by any third party.
- d. You accept that all intellectual property rights created and developed by us which subsist or are used in, or in connection with, the Catalogue and the specification of the functional capabilities and the associated standards mapped to the functional capabilities will be our absolute property and will vest and remain vested in us.

4. Disclaimers / Liability

- a. You use the Catalogue entirely at your own risk and, to the extent permitted under the laws of England and Wales, we assume no duty of care or other legal liability or responsibility to you, or for any loss or damage suffered by you as a result of such use and shall not be liable to contribute to or otherwise share in any liability to compensate any third party harmed as a result of the usage of the Catalogue.
- b. The Catalogue is provided on an “as is” basis without (to the extent permitted by law) any warranty or representation of any kind either express or implied (including the implied warranties of merchantability and fitness for a particular purpose).
- c. We will have no liability for unavailability of the Catalogue. From time to time, the Catalogue will be unavailable due to maintenance or other technical issues.
- d. We have not verified the information available in the Catalogue Solution listing and will not be held responsible for errors.

- e. To the extent permissible by the laws of England and Wales, we shall not be liable for any direct, special, indirect or consequential losses and/or damages nor for any loss (whether direct or indirect) of use, data, business or profits arising out of or in connection with these Catalogue General Terms of Use, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not we have been advised of the possibility of such loss or damage.
- f. Our financial liability in connection with these Catalogue General Terms of Use to you shall be limited to £50.

5. Which country's laws apply to any disputes?

These Catalogue General Terms of Use, the subject matter and the formation (and any non-contractual disputes or claims), are governed by the laws of England and Wales and subject to the jurisdiction of the courts of England.