



Proactive Covid-19 Symptom Checker Terms of Use



These terms and conditions apply between you, (the "Company" or "you") and Proactive from Activate Management Ltd (the "Supplier" or "we").

Activate Management Ltd will provide an online Covid-19 symptom checker service, "Proactive Covid-19 Symptom Checker", which includes a subscription for all of the Company's users to access the Covid-19 symptoms checker and provides a unique checker for the company to send out for participants to complete.

By enrolling the Company and your staff, entering the Proactive platform and using the accessible content, you agree to accept all parts of the terms and conditions. Thus, if you do not agree to this, you should discontinue use of this service immediately, and not use the Supplier's platform, services, or associated products.

Service agreement.

The Proactive Symptoms Checker agrees to:

Supply, so far as it does not conflict with any other terms within this contract:

- Access to the Proactive platform for a maximum charge of £2 per team for the Company and its staff. The platform will only be available at this price on the condition that the Company agrees to meet the conditions within these terms and conditions.

The Company agrees to:

- Provide email addresses and relevant contact details for admin platform users and update these as required.
- Provide a point of contact and a clear framework for communication to the Supplier and ensure this is kept up to date.

Terms

This agreement shall commence on the date of launch of the platform and shall continue for twelve months at which point the subscription to the platform must be renewed or terminated.

The Supplier may suspend or cancel the registration with immediate effect for any reasonable purposes or if the Company or any of its employees is in breach of these terms and conditions.

Use

The Company must ensure that the details provided on enrolment or at any time are correct and complete, and you must inform the Supplier immediately of any changes to this information by updating personal details to ensure we communicate with you effectively.

When you register on this platform, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone. If we have reason to believe that there is or is likely to be any misuse or breach of security, we may require you to change your password or suspend your account.

You may not transfer your access or share your logins with any other persons regardless of whether they have access or rights to access or not. The security of your login is your responsibility, and you should keep your password secure and change it regularly.

You can cancel your Proactive membership at any time by contacting proactive@we-activate.co.uk

By submitting your employee information, you hereby agree that you have sought personal permission to share their personal data in accordance with GDPR guidelines.

Content Provision

As a Proactive member, you and your staff will gain access to the Proactive system dashboard for the sole use of the Proactive Symptom checker service. Your clients/participants will not be provided with or require access to the system and should not be permitted by the company to access this area at any point.

All of the questions contained within the checker are taken from the World Health Organisation list of symptoms and restrictions put in place by the UK Government with regards to actions required to ensure the spread of Coronavirus is controlled. Every effort

will be made to keep this updated. However, due to the fast-changing nature of the COVID-19 situation, government advice should always be considered to supersede any content hosted on the platform. All content is correct at time of publishing.

Intellectual Property

All content included on the Proactive platform, unless uploaded by the Company, is the property of the Supplier, its affiliates or other relevant third parties. In these terms and conditions, content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this platform, including any such content uploaded by the Company.

By continuing to use the platform you acknowledge that such content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this platform shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.

You may, retrieve, display and view the content on a computer screen or mobile device. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of the Supplier.

We welcome your feedback, ideas or suggestions, but you agree that we may use your feedback without any restriction or obligation to you, even after this agreement is terminated. This Section does not limit or affect any rights you may have under applicable data protection laws.

Prohibited use

You may not use the platform for any of the following purposes:

- in any way which causes, or may cause, damage to the platform or interferes with any other person's use of the platform.
- In any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
- Making, transmitting or storing electronic copies of content protected by copyright without the permission of the Supplier.

Usage Disclaimer

Information provided on the Proactive Symptom Checker does not constitute medical advice or guidance and as such in no event will the supplier be liable to any party for any direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on the content provided on the Proactive platform, including personal injuries, accidents, misapplication of information or any other loss, malady, disease or difficulty, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

None of the content providers are licensed medical care providers and represents that they have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

Data protection

Your privacy is important to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy.

'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR. 'GDPR' means the General Data Protection Regulation (EU) 2016/679. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR. We are a Data Controller of the Personal Data we Process in providing the Services to you.

Activate Management Ltd, The Company agree to the collection, storage and usage of data in accordance with the General Data Protection Regulations (GDPR).

Where you supply Personal Data to us so we can provide Services to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

- before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected
- we will only Process Personal Data for the purposes identified
- we will respect your rights in relation to your Personal Data
- and we will implement technical and organisational measures to ensure your Personal Data is secure.

Activate Management agrees to:

- Ensure that all parties who process data supplied by or on behalf of the Company are subject to a duty of confidence
- Take appropriate measures to ensure the security of processing.

For any enquiries or complaints regarding data privacy, you can email: proactive@we-activate.co.uk

Use of personal data

The Company will provide Activate Management Ltd (Proactive) with staff data for the provision of access to the Proactive Covid-19 Symptoms Checker Dashboard.

Activate Management Ltd (Proactive) will collect, store and use this data for this purpose, as well as statistical and analytical purposes.

Prior to providing any data, The Company will obtain informed consent from their staff for:

- The provision of data to Activate Management Ltd (Proactive) for the above-stated purposes.
- Activate Management Ltd (Proactive) to provide all data related to the staff member's use of the system under the scope of this contract to The Company. This can include, but is not limited to, any symptoms check results, dashboard reports, additional services.
- Activate Management Ltd (Proactive) to provide selected information to our partners in order to administer, and deliver this service, including the developer of the system (if required).

Activate Management (Proactive) is required to ensure that any partners and sub-processors that they provide data to within the scope of this contract will treat the data in accordance with GDPR.

All data related to individual staff members will be kept for seven years from the date it is provided, hereafter referred to as their "enrolment date".

After this time, Activate Management Ltd (Proactive) will only keep such data as required to continue to administer the system, such as providing access to the dashboard. Generic data that is not personal or sensitive may also be kept for statistical and analytical purposes.

Activate Management Ltd (Proactive) may be required to keep certain other information for a longer period of time in order to comply with relevant regulations or requirements. We will not keep any other information except that stated above and will only keep information that we are required to keep for as long as we are required to keep it.

Activate Management Ltd (Proactive) reserves the right to confidentially destroy data they do not find reasonable to keep earlier than seven years if they have reason to do so.

As a Proactive user, all personal data supplied will be used to process the membership subscription and to administer the membership.

We may also use your data to improve your experience by personalising the platform and to improve our service offerings, for direct marketing, statistical and analytical purposes, membership communications and from time to time, promotions.

We will not share your information or contact details with any other organisation that is not associated with providing you with this service. We do not share personal information with anyone outside of our associated companies or listed partners for marketing purposes.

You can ask us to stop sending you marketing messages at any time by emailing proactive@we-activate.co.uk at any time.

Where you opt-out of receiving these marketing messages, this will not apply to personal data provided to us as a result of the provision of a service to you.

Queries, comments and complaints

We will respond to any complaint or query received within three working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your subscription, please contact proactive@we-activate.co.uk