

1. Introduction

1.1 Please read this End User Agreement carefully before you start to use the NHS National Services Scotland Ontology service.

1.2. This is version 1.0 of this End User Agreement, which was published on 28th June 2022.

2. Definitions

2.1 The following definitions are used in this End User Agreement:

- Authenticated User means a user that requires access to restricted content and/or requires updated permissions within the Ontology Service. These users will require an Ontology Service account and will be required to login to the Ontology Service;
- Authoring Tool means a component of the Ontology service that enables end users to create and maintain FHIR compliant CodeSystems, ValueSets and ConceptMaps;
- Classification means a set of standardised groupings of information that allow for the translation of medical terminology used in health care settings into codes that can be easily tabulated, aggregated, and sorted for statistical analysis in an efficient and meaningful manner;
- Content Licences Agreement means an agreement which includes all licences for the individual terminologies and classifications held as terminology resources within the Ontology service, setting out the terms and conditions under which a User may use the content within the Ontology service;
- End-User Agreement means this agreement (together with the documents and links referred to in it) between NHSNSS and the user. This agreement sets out the terms and conditions under which Users may use the Ontology service;
- Intellectual Property Rights means (a) patents, utility models, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not or know-how), registered designs, database rights, design rights, rights in copyright (including moral rights), semiconductor topography rights,

mask work rights, and trademarks: (b) all registrations or applications to register any of the rights referred to in paragraph (a); and (c) all rights in the nature of any of the rights referred to in paragraph (a) including continuations, continuations in part and divisional applications, rights in unfair competition and, without prejudice to anything else in this definition, rights to sue for passing-off and rights having the equivalent or similar effect to, and the right to apply for any of the rights listed in this definition, in any country or jurisdiction;

- NHS NSS Ontology service is synonymous with the term Ontology Service;
- Privacy Notice means the NSS Privacy Notice from time to time which is available following this [link](#);
- Service Provider means the contracted organisation (DH OpCo UK Ltd) providing the Ontology service;
- Terminology means a set of codes used in healthcare settings that describe a patient's complaint, problem, diagnosis, treatment, or other reason for seeking medical attention;
- Terminology Resource means the FHIR resources (CodeSystems, ValueSets and ConceptMaps) within the Ontology Service;
- Ontology Service means the system comprising the Terminology Service and Authoring Tool and includes Ontoserver, Atomio, Ontocloak, Shrimp and OntoAdmin software components and is provided by the Service Provider;
- Terminology Service means a component of the Ontology Service that enables healthcare applications to make use of codes and value sets without having to become experts in the fine details of CodeSystem, ValueSet and ConceptMap resources, and the underlying code systems and terminological principles (as defined within FHIR);
- User means an Authenticated User;
- Virus means computer viruses, trojans, worms, logic bombs, disabling code or routines, or other materials which are malicious or technologically harmful;

- We, our, us, and NHS NSS are references to The Common Services Agency more commonly known as National Services Scotland a Special Health Board constituted under The National Health Service (Scotland) Act 1978 (as amended) and operating as per sections 2(f) and 2(j) of the National Health Service (Functions of the Common Services Agency) (Scotland) Order 2008;
 - You or Your means an individual User accessing and using the NHS NSS Ontology Service.
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3. Terms of use

3.1. This End User Agreement (together with the documents and links referred to in it) set out the terms and conditions under which You may use the Ontology service.

3.2. You may only access and use the Ontology service as an authenticated user.

3.2.1 When accessing and using the Ontology service as an authenticated user, You may do so only if You:

i register for an Ontology service account, and as part of the registration process You accept and agree to the terms of this End User Agreement and the Content Licence Agreement;

ii agree to be legally bound by this End User Agreement and the content licences agreement every time you access the Ontology Service. If at any time You do not agree to be legally bound by this End User Agreement and the content licences agreement You must not access or use the Ontology Service.

3.3 By using the Ontology Service, You accept and consent to the terms described in this End User Agreement and, where applicable, the Content Licences Agreement (such use of the Ontology service includes accessing, viewing, interacting with, logging in to, downloading materials or data from, uploading content, or using the Ontology Service in any other way) and You agree to comply with them.

4. Changes and updates

4.1. We may make changes at our discretion to the content and features of the Ontology Service, this End User Agreement, the Privacy Notice, and

any other policies or links applicable to Your use of the Ontology Service, at any time and for any reason. We will use all reasonable endeavours to notify You in advance of the implementation of any such changes, but reserve the right to make urgent or necessary changes without providing advance notice of those changes to You.

4.2. Every time You wish to use the Ontology Service, please ensure that You understand and agree to the provisions that apply at the time. The date of the most current version of this End User Agreement is set out above in paragraph 1.2.

4.3. Following an update to the End User Agreement, You may not be able to use the Ontology Service (or any of its functions, or access data) until You have accepted any new or additional terms.

5. Information about You and Your use of the Ontology Service

5.1 When you access the Ontology Service, we process information about you. We will only use your personal information in accordance with our [Privacy Policy](#). By using the Ontology Service, You warrant that all data provided by you for verification of identity, access, and security purposes is accurate.

6. Freedom of information

6.1 The data rights and responsibilities of NHS NSS are governed by the Freedom of Information (Scotland) Act 2002, the UK GDPR, and the Data Protection Act 2018.

[Further information on FOI at NSS.](#)

[Further information on Data Protection at NSS.](#)

7. Using the Ontology service

7.1 Your status as an Authenticated User of the Ontology Service means that You have accepted the terms laid out in paragraph 3.2 above. We reserve the right to remove Your status as an Authenticated User of the Ontology Service at our discretion.

7.2. We make no assumption that Your access to the Ontology Service will be from within Scotland, and we are not responsible or liable for Your compliance with any local laws, appropriate to the geographic area from which you seek to access the Ontology Service. We may limit the availability of the Ontology Service to any person or geographic area at any time at our discretion.

7.3. You recognise that the Ontology Service is a service available to other Users, and that access or capacity may on occasion be limited. You will comply with any guidance as to fair use that may be given by us from time to time. You recognise that we may need to suspend or limit usage that is in excess of fair usage at our discretion or where we consider it may impact other Users.

7.4. In using the Ontology Service, You are giving us or the Service Provider permission to monitor Your use of the Ontology Service and take actions that may be necessary in relation to any breach by You of the terms of this End User Agreement.

7.5. We do not guarantee or warrant that the Ontology Service will be secure or free from viruses, that the functions of the Ontology Service will be uninterrupted or error free, that defects will be corrected, or represent the full functionality, accuracy, or reliability of the materials or data.

8. Accessibility and browsers

8.1 The Ontology Service includes two UI components (Shrimp and Snapper) which are compliant with WCAG 2.1 (Level AA or higher) and these components work on the majority of browsers in use.

8.2 We offer no warranty for the Ontology Service working in any particular browser or configuration. Please note that you may see inconsistencies in the presentation of pages if you are using an older or deprecated version of a browser, or the Ontology Service may not work at all.

Find out more [about accessibility](#).

9. Authenticated users

9.1 In order to use the Ontology Service and/or access certain content or features of the Ontology Service as an Authenticated User, You will be

required to complete a registration process. This will include providing a username and password, for example using Your NHS email account, as the method for your logins to the Ontology Service. You may be asked to provide additional information as required by Your chosen method for logging in.

9.2. As a minimum, passwords You set for use with the Ontology Service must have a level of complexity which ensures they cannot be easily guessed by hackers or malicious software (visit the government's [Cyber Aware website](#) for advice). They should:

- i. be at least twelve characters long;
- ii. not contain Your username or real name;
- iii. not use sequential key characters on the keyboard (e.g. qwerty, asdfg. 12345).

9.3. You may be prompted to change your login details, or manually enter Your login details from time to time as a security measure.

9.4. You agree to provide accurate and current information about yourself when registering for and using the Ontology service and You agree to keep this information up to date and accurate at all times.

9.5. You must treat your password as confidential and You must not disclose it to anyone. If you know or suspect that anyone other than You know your password or that your access to the Ontology Service has been compromised, You must promptly:

- i. change Your password (if possible to do so);
- ii. notify the programme team by email to nss.snomed@nhs.scot

9.6. If or when You no longer require to access the Ontology Service as an Authenticated User, you should contact nss.snomed@nhs.scot and request that your Authenticated User account be deleted.

10. Prohibited use of the Ontology service

10.1. You may only use the Ontology service for lawful purposes and in accordance with this End User Agreement, and agree not to access without authority, interfere with, damage or disrupt:

- i. any part of the Ontology Service or any of the data found therein;
- ii. any equipment or network on which the Ontology Service is stored;

- iii. any software or services used in the provision of the Ontology Service; and/or
- iv. any equipment or network or software owned or used by any third-party.

10.2. You may not use the Ontology Service:

- i. in any way that breaches this End User Agreement or any applicable local, national, or international law or regulation;
- ii. unlawfully, fraudulently, maliciously, or in any way that is harmful to us, any third party or other users, that has any unlawful, fraudulent, malicious, or harmful purpose or effect;
- iii. to send, knowingly receive, upload, download, use or re-use any material which you do not have the right to do so or which does not comply with this End User Agreement;
- iv. to knowingly send or transmit any data that contains Viruses;
- v. with the login details of another User, or permit any unauthorised person to use your login details to use the Ontology Service;
- vi. in any way which would change the Ontology Service or infringe on any Intellectual Property Rights in relation to using the Ontology Service;
- vii. in any way which attempts to unencrypt or otherwise intercept any transmission of data to or from the Ontology Service or any applicable third parties;
- viii. in any way which could disable or compromise the security of the Ontology Service;
- ix. to stage, ingest or manually input person, personal or patient related data into the Ontology Service (other than relating to the management of user accounts for accessing the Ontology service);
or
- x. in any way, to export a Terminology Resource where it will breach the terms of the licence for that Terminology Resource (as stated in the Content Licences Agreement).

11. Intellectual property rights

11.1. The Intellectual Property Rights pertaining to your use of the Ontology service content are set out in the applicable licence agreements for Terminology Resources (which are contained within the Content Licences Agreement).

11.2. NHS NSS or its licensors own all Intellectual Property Rights in the Ontology service and the NHS NSS content. Your licence to use the Ontology service and the NHS NSS content is as set out in this End User Agreement and applies whilst you are an Authorised User of the Ontology Service.

12. Uploading content to the Ontology service

12.1. You may only upload content to the Ontology Service where we have provided You with suitable permissions and where any licence relating to that content allows You to do so.

12.2 Whenever You make use of a feature that allows you to upload content to the Ontology Service, or to make contact with other Users of the Ontology Service, you must comply with the content standards set out in this End User Agreement and the Content Licences Agreement. You warrant that any such contribution does comply with those standards, and You will be liable to us and indemnify us for any breach of that warranty. This means You will be responsible for any loss or damage we suffer as a result of Your breach of warranty.

12.3 Any content You upload to the Ontology Service will be considered non-confidential and non-proprietary. Subject to the terms of the Content Licences Agreement You will retain all of Your ownership rights in Your content, but You are required to grant us and other users of the Ontology Service a limited, irrevocable, non-exclusive, royalty free licence to use, store and copy that content and to distribute and make it available to third parties.

12.4 We also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You to the Ontology Service constitutes a violation of their Intellectual Property Rights, or of their right to privacy.

13. Limitation of our liability

13.1. We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, the Ontology Service; or (ii) any loss in connection with any error, omission, defect, virus, or system failure.

13.2. We will not be liable for any loss or damage caused by a Virus which may infect your device, computer equipment, computer programs, data or other proprietary material due to your use of the Ontology Service or in relation to Your downloading of any content or data from the Ontology Service, or on or from any third party website linked to the Ontology Service.

13.3. We do not assume any responsibility for the content of third-party websites which may be linked on the Ontology Service. Such links should not be interpreted as an endorsement of those linked websites. We will not be liable for any loss or damage that may arise from Your use of them.

13.4. To the extent permitted by law, we exclude all other conditions, warranties, representations or other terms which may apply to the Ontology Service or any data or content on it, whether express or implied.

13.5. You agree to reimburse us for any losses that we incur as a result of Your:

- i. breach of, or failure to comply with, this End User Agreement; or
- ii. unauthorised use of the Ontology Service.

14. Suspension/termination of use

14.1. We do not guarantee that the Ontology Service will always be available or that Your use of the Ontology Service will be uninterrupted.

14.2. We may suspend, withdraw, discontinue or change all or any parts of the Ontology Service without notice and without compensation to You.

14.3. We may, at any time, suspend or terminate your login details and/or use of the Ontology Service (in whole or in part) temporarily or permanently. We may do this:

- i. if we, or the Service Provider, are making repairs, updates, or conducting maintenance on Ontology Service tools and systems;
- ii. if we or the Service Provider have concerns about the security of the Ontology Service;
- iii. if we suspect that Your login details have been compromised or used fraudulently or in an unauthorised way;

- iv. if we suspect that You may be using the Ontology Service or any data in a fraudulent or unauthorised way or in violation of this End User Agreement;
- v. if there are legal obligations which we or the Service Provider have to meet;
- vi. if we or the Service Provider are prevented from providing the Ontology Service for any reason beyond our reasonable control;
- vii. if You have not accessed or used the Ontology Service for a period of 12 months or more; or
- viii. for any other reason at our absolute discretion.

14.4. We will endeavour to give You advance notice of any suspension or termination but may not be able to do so in all circumstances. We will not provide notice to You if providing that notice would compromise our security measures or is unlawful.

14.5. You may request the reactivation of Your login details if we suspend or terminate Your access, but we are under no obligation to do so.

14.6. We will not be liable to You if for any reason any part of the Ontology Service is unavailable or inaccessible to You at any time or for any period.

14.7 On termination of this End User Agreement or Your right to use the Ontology Service, you must stop using the Ontology Service.

15. Viruses

15.1. You are responsible for configuring and maintaining the security of Your own accessing device or system in order to access the Ontology Service safely.

15.2. You must not misuse the Ontology Service in any way including by knowingly introducing Viruses. You must not attempt to gain unauthorised access to the Ontology Service, the server on which the Ontology Service or related data is stored, or any server, computer or database connected to the Ontology Service. You must not attack the Ontology Service via a denial-of-service attack or a distributed denial-of service attack or otherwise.

16. How we may contact you

16.1. By registering to use the Ontology Service and receiving login details, You are giving us permission to contact You from time to time by using any

of the contact details which You have provided during the registration process. You may update your contact details at any time when logged in on the Ontology Service.

16.2. You are responsible for keeping us updated if Your contact details change. We are not responsible if we are not able to contact You, or if Your contact details are out of date.

17. Miscellaneous

17.1. If any part of this End User Agreement becomes or is held by a court to be invalid, illegal, or unenforceable, this will not affect the validity of the remaining provision which will remain in full force and effect.

17.2. Ceasing to use the Ontology Service does not affect any provisions of this End User Agreement, which are expressly or by implication intended to continue on in effect.

17.3. We may transfer our rights and obligations under this End User Agreement to another organisation at any time and at our discretion. You may not transfer Your rights or obligations to anyone else.

17.4. No attempt by you to vary this End User Agreement will be valid.

17.5. This End User Agreement, its subject matter and formation (and any non-contractual disputes or claims), and the use by You of the Ontology service, are governed by Scots law. We both agree to the exclusive jurisdiction of the courts of Scotland in respect of any disputes or causes of action arising under these terms and conditions or the use of the Ontology Service.

18. Contact us

18.1. If You have any queries about the use of the Ontology Service or this End User Agreement, please contact us by email:

Email: nss.snomed@nhs.scot include the following in your email subject line: NHS NSS Ontology Service.

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