

Social Listening – Terms and Conditions

User Generated Content (Item 5 of full Terms and Conditions)

Certain parts of this website allow you to leave comments, respond to comments, and/or upload content (collectively, **User Generated Content**). User Generated Content includes feedback you provide about health suppliers and Health Supplier Services (**Feedback**). If you are a health supplier, User Generated Content includes your reply to any feedback placed about your business as a health supplier (**Replies**).

You will not include anything in your User Generated Content that:

- contains photographs or images of another person;
- breaches the intellectual property rights of any third party;
- uses another person's personal information other than for the specific purposes that person's personal information was provided to you for;
- implies that the User Generated Content is in any way endorsed or sponsored by Healthpoint;
- is intended to harass, annoy, threaten or intimidate any other user of this website;
- is false, misleading, defamatory, inaccurate, abusive, pornographic, racially or ethnically objectionable in nature, or otherwise objectionable; or
- contains any viruses or malware.

If you are under the age of 18 you should seek your parent's or guardian's consent before you submit any Feedback. Feedback and Replies must, without limiting anything else contained in this clause 5:

- only be given in relation to a specific health supplier;
- not include any personal information about any employee, agent or representative of a health supplier, unless that information is made publicly available on the health supplier's or user's website profile; and
- be constructive, truthful, and only include expressions of opinion that are your honestly held opinions, or those of the person on whose behalf you are writing the Feedback or Reply;
- be relevant to helping people make choices about places where they can receive medical treatment or other care; and
- not contain false, offensive, defamatory, retaliatory or inappropriate language or content.
- You acknowledge and agree that:
 - Healthpoint does not control, and is therefore not responsible for, any communication between you and any other user of this website; and
 - the views expressed in any User Generated Content may not be Healthpoint's views. While Healthpoint will endeavour to monitor User Generated Content and exercise editorial control where possible, you acknowledge that you use and rely on User Generated Content at your own risk.

Healthpoint may at any time:

- refuse to post; or
- edit or remove,

any User Generated Content that Healthpoint in its absolute discretion (acting reasonably) considers breaches these terms and conditions or is otherwise inappropriate for this website.

Where you publish or upload User Generated Content on this website, you are deemed to have granted Healthpoint a non-exclusive, perpetual and worldwide licence to use such content on this website. You also warrant that any such User Generated Content does not infringe the intellectual property rights of any person. You agree to indemnify Healthpoint for all direct and indirect damages, losses and costs of any kind incurred or

suffered by Healthpoint as a result of or in connection with a breach of the warranty given by you in this clause 5.

We acknowledge and agree that, except for the rights you grant us to use your User Generated Content under these terms and conditions, you will own all rights, title and interest in and to all of your User Generated Content and you will have sole responsibility for the legality, reliability, integrity, accuracy and quality of your User Generated Content.

See full [Healthpoint Terms and Conditions](#)