



TERMS AND CONDITIONS OF USE OF XRQA LTD'S DIAGNOSTIC RADIOLOGY WEB SITE

GENERAL:

This agreement applies as between you, the User of this Web Site and XRQA Ltd., the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your order and payment constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending an email to you indicating that your order has been fulfilled, payment has been received and providing you with your unique User name and password

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

"Account"	Means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
"Content"	Means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
"XRQA" and "XRQA Ltd"	Mean XRQA Ltd. of Unit 16, Ranyard Close, Chessington, Surrey, KT91HR;
"Service"	Means collectively any online facilities, tools, services or information that makes available through the Web Site either now or in the future;
"Services"	Means the services available to you through this Web Site, specifically the use of a Quality Assurance System for Diagnostic Radiology Departments as set out further in any specific Service Level Agreement;
"Payment Information"	Means any details required for the purchase of Services from this Web Site. This includes, but is not limited to, bank account numbers and sort codes;
"Purchase Information"	Means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;
"Premises"	Means our place(s) of business located at Unit 16, Ranyard Close, Chessington, Surrey, KT91HR;



“System”

Means any online communications infrastructure that XRQA Ltd makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links

“User” / “Users”

Means any third party that accesses the Web Site and is not employed by XRQA Ltd and acting in the course of their employment.

“Web Site”

Means the website that you are currently using <http://www.xrqa.com> and any existing or future sub-domains of this site unless expressly excluded by their own terms and conditions.



2. **Business Customers**

These Terms and Conditions apply to business customers only.

3. **Intellectual Property**

3.1 Subject to the exceptions in Clause 4 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of XRQA Ltd, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

3.2 Subject to Clause 5 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by XRQA Ltd.

4. **Third Party Intellectual Property**

4.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

4.2 Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

5. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

6. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of XRQA Ltd or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

7. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site <http://www.xrqa.com> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of XRQA Ltd To find out more please contact us by email at admin@xrqa.com or by post to: XRQA Ltd , Unit 16, Raynard Close, Chessington, Surrey, KT9 1HR , U.K.



8. Use of Communications Facilities

- 8.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:
- 8.1.1 You must not use obscene or vulgar language;
 - 8.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - 8.1.3 You must not submit Content that is intended to promote or incite violence;
 - 8.1.4 It is required all that submissions are made using the English language(s) as we may be unable to respond to enquiries submitted in any other languages;
 - 8.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;
 - 8.1.6 You must not impersonate other people, particularly employees and representatives of XRQA Ltd or our affiliates; and
 - 8.1.7 You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 8.2 You acknowledge that XRQA Ltd reserves the right to monitor any and all communications made to us or using our System.

9. Accounts

- 9.1 In order to procure Services on this Web Site and to use the full facilities on offer you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Web Site as we may not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:
- 9.1.1 All information you submit is accurate and truthful;
 - 9.1.2 You have permission to submit Payment Information where permission may be required; and
 - 9.1.3 You will keep this information accurate and up-to-date.
- Your creation of an Account is further affirmation of your representation and warranty.
- 9.2 It is recommended that you do not share your Account details, particularly your username and password. XRQA Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your account details in your internet browser.



10. Termination and Cancellation

- 10.1 Either XRQA Ltd or you may terminate your Account. If XRQA Ltd terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 10.2 If XRQA Ltd terminates your Account, any current or pending orders or payments on your Account will be cancelled and provision of Services will not commence.
- 10.3 XRQA Ltd reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.
- 10.4 If orders or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.
- 10.5 If you terminate your Account any non-completed orders or payments will be cancelled and you will be refunded any monies paid in relation to those orders.
- 10.6 If you terminate your contract, your User(s) access rights will be reduced to "Read-Only", for a period of 6 months thus allowing you to download any data you wish to keep. After 6 months, the account will be deleted.

11. Payment

- 11.1 Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate, unless alternative arrangements are agreed between you and XRQA Ltd.

12. Services, Pricing and Availability

- 12.1 Whilst every effort has been made to ensure that all descriptions of Services available from XRQA Ltd correspond to the actual Services, XRQA Ltd is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.
- 12.2 XRQA Ltd does not represent or warrant that such Services will be available. Availability indications are not provided on the Web Site.
- 12.3 Prices will be agreed between you and us and paid in full by you prior to the commencement of any Services. Prices are reviewed and updated every year unless stated otherwise in any contract between you and XRQA Ltd.
- 12.4 All prices on the Web Site do not include VAT



13. **Provision of Services**

- 13.1 Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.
- 13.2 XRQA Ltd shall use its best endeavours to provide the Services with reasonable skill and care.
- 13.3 Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services.
- 13.4 In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 24 hours to inform us of the mistake. XRQA Ltd will ensure that any necessary corrections to the Services provided are made within 7 working days.
- 13.5 XRQA Ltd reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 13. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
 - 13.5.1 Any use that you may have already derived from the services;
 - 13.5.2 Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of XRQA Ltd.

Such discretion to be exercised only within the confines of the law.

14. **Privacy**

XRQA Ltd will not divulge, sell, copy, publish any customer data including; email addresses, telephone numbers or addresses without your express permission.

15. **Disclaimers**

- 15.1 XRQA Ltd makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.
- 15.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 15.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

16. **Changes to the Service and these Terms and Conditions**

XRQA Ltd reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If XRQA Ltd is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.



17. Availability of the Web Site

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

XRQA Ltd accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

18. Limitation of Liability

18.1 To the maximum extent permitted by law, XRQA Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

18.2 Nothing in these Terms and Conditions excludes or restricts XRQA Ltd's liability for death or personal injury resulting from any negligence or fraud on the part of XRQA Ltd.

18.3 Nothing in these Terms and Conditions excludes or restricts XRQA Ltd's liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Web Site.

18.4 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

19. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

20. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

21. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to admin@xrqa.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.



22. **Law and Jurisdiction**

- 22.1 Unless otherwise specified, the materials, information, products and services available on the Site are solely applicable to the United Kingdom. XRQA Ltd. makes no representation that materials or information in this Site, or the products and services available on the Site, are appropriate or available for use outside the United Kingdom. Those who choose to access the Site from outside the United Kingdom do so on their own initiative and are responsible for compliance with local practices and laws, if and to the extent local laws are applicable.
- 22.2 These terms and conditions and the relationship between you and XRQA Ltd shall be governed by and construed in accordance with the Law of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.