

QIClearn Terms of Service.

Introduction

You are entering an agreement with the Quality Improvement Clinic and its subsidiary QIClearn to use our services as set out in the terms and condition that follow.

You are agreeing to keep yourself up to date with any changes to our terms by checking back here regularly and, by continuing your use of the site you are consenting to be bound by the terms outlined here.

The Quality Improvement Clinic Sites and Services

Our sites are located at www.qualityimprovementclinic.com and www.qiclearn.com and our services include any associated software, application or services that we control.

The service we offer through our courses and products focus on improvement science in healthcare and are available for a fee.

Our curriculum is evidence-based with a primary focus on practical improvement science which includes elements of leadership for improvement, measurement for improvement, systems thinking and creativity and innovation.

The Quality Improvement Clinic allows its users to engage in discussions and communications with one another and the instructors.

Sign-Up/registration for a Course

You can register for a course using the QIClearn website. Your course place is only reserved once full payment has been received. We cannot promise availability of courses.

Cancellation and No-Show Policy

Please contact us directly with any cancellation requests via team@qiclearn.com

For individuals:

- Cancellation requests should be received no later than 30 days prior to the scheduled course start date in order to receive a full refund of paid registration fees (less any payment transaction fee).
- A 50% refund is provided for cancellations up to four weeks (but not within 2 weeks as below) before the course starts.
- The full price of the course is charged for cancellation within the 2 weeks leading up to the course.
- No shows and cancellations not made within the specified cancellation period will incur the full cost of registration.

For groups:

- Cancellation requests should be received no later than 90 days prior to the scheduled course start date in order to receive a full refund of paid registration fees (less any payment transaction and administration fees).
- A 50% refund is provided for cancellations received up to 60 days (but not within 30 days as below) before the course starts.

- The full price of the course is charged for cancellation within 30 days of the scheduled course start date
- Group no shows or individual no shows or cancellations within a group booking and not made within the specified cancellation period will incur the full cost of registration.

Online Conversations and Blog Posts

You are solely responsible for any comments or materials you post in a chat room or on a blog and assume all liability arising from a post. Please consider your words carefully before posting and avoid posting any sensitive or personal information. In keeping with your employer's policies for data protection do not post or share spreadsheets containing names of patients or personal identification numbers.

We make no guarantees about the confidentiality of any posts you make through our services.

Information you provide to trainers, coaches and mentors

Your trainers, coaches and mentors may ask you for personal details such as your email address and postal address for receipt of course materials. We require them to use this information only to communicate about the course in a professional manner. We are not responsible if the instructor uses this information for other purposes.

Featuring your course work

You agree to permit Quality Improvement Clinic and its subsidiary QIClearn to use all data posted for research, scholarship and further development and promotion of QIClearn products for the benefits of quality improvement in healthcare. With your permission, we will include and attribute work to you and include your name. Our use of your work will be limited to the promotion of the Quality Improvement Clinic's services.

Use of Photographic images

Quality Improvement Clinic Ltd and its representatives and employees have the right to take photographs of you as you participate on our courses. You authorise Quality Improvement Clinic Ltd, its assigns and transfers to copyright, to use and publish in print and/or electronically. You agree that Quality Improvement Clinic Ltd may use such photographs of you with or without your name and for any lawful purpose, including for example publicity, illustration, advertising, and Web content.

You will be required to opt in or out of this every time you register for one of our virtual or face to face programmes.

Communications

The Quality Improvement Clinic may need to contact you from time to time either by posting a notice on the QIClearn website or by emailing you. If you're registered on one of our courses you'll receive emails regarding customer service, security, privacy and administrative issues even if you've opted out of marketing communications. To withdraw your consent from receiving electronic notices regarding security, privacy or administrative issues, please write to us at team@qualityimprovementclinic.com. You can also request that we provide notice of security breaches in writing.

Third-party services

We use third-party services to help us provide the Quality Improvement Clinic's Services, and whilst we select our third-party services with care, such use does not indicate that we endorse them or are responsible or liable for their actions.

We sometimes link to third-party websites to help us provide our service to you. These links take you away from our sites. We are not responsible for these third-party sites even where they are using the Quality Improvement Clinic's content under licence.

Financial Matters

You may have to pay a fee to attend a course through our sites. These fees may be revised from time to time and vary according to region & subject matter.

The Quality Improvement Clinic uses secure third-party processors for electronic commerce. The information you provide to these payment processors is not held by us and is subject to the terms and conditions of the individual payment processor. Please refer to their terms if you would like further information about how this data is stored and used. We are not responsible for any fees incurred by using the third-party service.

Disputed charges

You agree to submit any disputes regarding any charge to your account in writing to the Quality Improvement Clinic within thirty (30) days of such charge, or your dispute is waived, and such charge will be final and not subject to challenge. You may dispute a charge by sending an email to us at team@qualityimprovementclinc.com or team@qiclearn.com

Refunds

The Quality Improvement Clinic may provide refunds at its discretion. Refunds for fees paid to the Quality Improvement Clinic will be made in line with the cancellation and no-show policy detailed above. If our terms have been updated, the refund terms set out at the time the payment was made shall apply.

Taxes

You are responsible for determining and paying taxes for any transaction undertaken by you on the Quality Improvement Clinic and QIClearn sites and services. This includes sales, use, value added or transaction taxes as imposed by the Government.

Currency.

We accept a variety of international currencies, including U.S. Dollars, Great Britain Pounds, Euros, Hong Kong Dollars and Australian Dollars, depending on where you are located. The currency required for settling transactions with us will be displayed when you check out. Your transaction may be subject to applicable currency conversion-related transaction fees and exchange rate changes.

Account Creation

Login credentials

You are responsible for maintaining the confidentiality of your login credentials and for keeping your account details up to date. You are fully responsible for all activities that occur using your credentials. You agree to let us know immediately if you believe there has been unauthorised access

to your account. We are not liable if any loss or damage should arise from unauthorised use of your credentials.

Content Ownership and Use

The contents of the Quality Improvement Clinic and QICLearn sites and services are the property of the Quality Improvement Clinic or its licensors and are protected under copyright, trademark and other laws. This includes but is not limited to logos, text, audio and video files, software and course materials.

License to you

You are granted access to our sites and services solely at our discretion, this access is limited, revocable, non-exclusive and non-transferable.

No Quality Improvement Clinic content or other material available through our sites may be copied, modified, reproduced, republished, uploaded, posted, transmitted, sold, publicly displayed, distributed or used to create derivative works, in any way without written permission of the copyright owner. You cannot use the Quality Improvement Clinic logo or the QICLearn logo without our written permission.

Where course materials are available for download (e.g. as unprotected PDFs) then you may download a single copy for your own use. Materials not available for download cannot be downloaded or copied without written permission.

No material whether made available for download or not, can be used for commercial purposes without our written permission. A registered student using our materials for the development of a business, venture or idea (as a founder or employee) shall be deemed as a commercial purpose.

Some materials will be subject to additional license such as terms and conditions set forth in a creative commons license. This will be clearly identified on the materials and you agree to be bound by these terms.

There are no implied licenses granted in these terms.

You User Content and Our License to Use

Any content you post on the Quality Improvement Clinic sites and services can be used by us for any purpose including in our marketing materials. We may modify your content, at our sole discretion, in order to make it work better with our sites and services.

It is important to ensure you have permission to use other people's content or they may be able to sue you for violating their rights. You agree that the content you post on our sites or services do not violate the rights of any person or result in a breach of contract between you and a third party.

Copyright Policy

If you believe that materials posted on the Quality Improvement Clinic's Sites and Services infringe your copyright, you (or your agent) may send:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed
- A description of the copyrighted work that you claim has been infringed
- A description of its location on the Quality Improvement Clinics Sites and Services

- Your address, telephone number and email address
- A written statement in support of your claim
- A statement by you that under penalty of perjury your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf

To team@qualityimprovementclinic.com

It is the Quality Improvement Clinic's policy to rescind the privileges of any user who repeatedly infringes copyright.

User Code of Conduct, Limitations, and Prohibitions

You agree not to post or to permit other to post content that encourages illegal activity, is fraudulent, unlawful, insults, defames, harasses or threatens others, infringes copyright or intellectual property or the privacy of others, is obscene, vulgar, pornographic or libellous, harms others, advertises or sells services or products. You must abide by the academic honour code of your learning programme and should not reproduce course content or submit the work of others as your own. You should respect the diversity of learners as well as diversity of thought, opinion and culture. You should not engage in harmful acts against the Quality Improvement Clinic Sites and Services such as violating security features, introducing viruses or harmful code or spamming, crashing or overloading the Sites and Services. If you believe someone has violated this code of conduct please email team@qualityimprovementclinic.com

You are responsible for your actions when using and relying on the Quality Improvement Clinics Sites and Services or content available on the Quality Improvement Clinic's Service.

We do not represent or guarantee the truthfulness, accuracy, or reliability of content posted by users. You accept that any reliance on material posted by other users or third-party service providers will be at your own risk. By using the Quality Improvement Clinic's Sites and Service you accept the risk that you might be exposed to content that is objectionable or otherwise inappropriate.

You are solely responsible for your user content on our sites. We do not endorse, nor are we responsible for, your User Content on the Quality Improvement Clinic's Service. You assume all risks associated with your User Content, including anyone's reliance on its quality, accuracy, or reliability, and you agree that you are solely responsible for any consequences that may arise from the posting of Your User Content through the Quality Improvement Clinic's Service.

Consequences of Violating These Terms

If you do not act responsibly or in accordance with these terms, we may prohibit your use of the Quality Improvement Clinic's Sites and Services and refuse to provide you access in the future. We may suspend or terminate your account for any reason without notice.

We may review and remove your User Content for violating these terms. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Quality Improvement Clinics Sites and Services.

Liability and Changes to Our Service

We are not liable for the actions of our users when they use the Quality Improvement Clinic's Sites or Services. We may change, suspend or discontinue any aspect of our sites and services at any time

and we are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Quality Improvement Clinic's Sites and Services or other websites.

We make no promises and disclaim all liability of specific results from the use of the Quality Improvement Clinic's Sites and Services.

User Disputes

We are not responsible for any disputes or disagreements between you and any third party you interact with using the Quality Improvement Clinic's Service, including POP licensing or relationship authentication. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release the Quality Improvement Clinic of all claims, demands, and damages in disputes among users of the Quality Improvement Clinic's Sites and Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Quality Improvement Clinic's Service.

Disclaimer of Warranties

Released Parties Defined. "Released Parties" include the Quality Improvement Clinic and its affiliates, partners, associates, agents, service providers, Instructors, and licensors. You use the Quality Improvement Clinic Sites and Services at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES IS AT YOUR SOLE RISK, AND THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE QUALITY IMPROVEMENT CLINIC SITES AND SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

Limitation of liability and indemnification

We are not liable for anything that happens to you that somehow may be connected to your use of the Quality Improvement Clinic's Sites and Service. You may be responsible for our legal fees and costs arising out of your use of the Quality Improvement Clinic's Sites and Services.

Indemnification.

You agree to indemnify, defend, and hold the Quality Improvement Clinic Ltd, its partners and associates harmless from any losses, costs, liabilities and expenses (including reasonable lawyers'

fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Quality Improvement Clinic's Sites and Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. The Quality Improvement Clinic reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Quality Improvement Clinic in asserting any available defences. You agree that the provisions in this section will survive any termination of your learning access and account, the Terms, or your access to the Quality Improvement Clinics Sites and Services.

General Terms

These Terms constitute the entire agreement between you and the Quality Improvement Clinic concerning your use of the Quality Improvement Clinic's Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Contact Information

If you have any further questions about the Terms of Service please contact us at the information below:

team@qualityimprovementclinic.com

Sensitive Information. Because email communications are not always secure, please do not include credit card or other sensitive information in your emails to us.