



AMPM  
Training

## AMPM Training General Terms and Conditions

### Introduction





Welcome to AMPM Training UK. AMPM Training services and/or its affiliates provide website features ([mymint.org.uk](http://mymint.org.uk)) and ([mintpils.com](http://mintpils.com)) and other products and services to you when you visit or subscribe to ([ampmtraining.com](http://ampmtraining.com)), use AMPM Training products or services, use AMPM Training applications for mobile, or use software provided by AMPM Training in connection with any of the foregoing (collectively, "AMPM Training service"). By using the AMPM Training services, you agree, on behalf of yourself and all members of your organisation or entity and others who use any service under your account, to the following conditions.

**If you are not a licensed medical service provider but require the use of AMPM Training services, you must contact us directly at [info@ampmtraining.com](mailto:info@ampmtraining.com) BEFORE starting a subscription.**

Please read these Terms of Use ("Terms") carefully as they govern your use of (which includes access to) AMPM Training services for **health education** and other content, including all of our websites and software applications that incorporate or link to these Terms (collectively, the "AMPM Training service") and any Patient Information leaflets (MINT PILs), videos, audios, logos, pictures or other material that is made available through the AMPM Training service ("Content").

Use of the AMPM Training service is subject to the AMPM Training Privacy Policy and additional terms and conditions presented by AMPM Training, all of which are made part of these Terms by this reference.



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By signing up for, or otherwise using, the service, you agree to these Terms. If you do not agree to these Terms, then you must not use the AMPM Training service or access any Content.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION THAT TO RESOLVE DISPUTES, RATHER THAN COURT PROCEEDINGS OR CLASS ACTIONS OF ANY KIND.

For all users of AMPM Training services in the Middle East, any dispute arising from the formation, performance, interpretation, nullification, termination, or invalidation of this contract, or related thereto in any manner whatsoever, shall be resolved through arbitration in accordance with the Rules of Arbitration of the Egyptian Centre for Arbitration and Settlement of Non-banking Financial Disputes.

For all users of AMPM Training services in any other location, any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and determined under the Rules of the Scottish Arbitration Centre. The seat of arbitration shall be Scotland. The number of arbitrators shall be three. The language to be used in the arbitral proceedings shall be English.

## Service Provider





These Terms are between you and AMPM Training, 9 High Street, Wellington, Somerset, UK TA21 8QT. Reg. No. 12428457.

**Hospital Account Holder:** refers to any licensed healthcare institution or entity that enters into a subscription or services agreement with AMPM Training for access to the MINT Platform, APIs, Brand Engagement Message services, and related services.

**We, Us, Our:** refers to AMPM Training.

**You, Your:** refers to the individual, organisation, or entity using our services.



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## **Age and Eligibility Requirements**

BY USING THE AMPM Training SERVICE, YOU AFFIRM THAT YOU ARE 18 YEARS OR OLDER TO ENTER INTO THESE TERMS. Additionally, in order to use the AMPM Training Services and access any Content that are provided for health care providers, you represent that: you are a medical service provider, and any registration and account information that you submit to AMPM Training is true, accurate, and complete, and you agree to keep it that way at all times.

## **Changes to this Agreement**





This agreement can be updated by AMPM Training at any time. If you do not agree to certain meaningful changes, you may not be able to access our services.

AMPM Training may modify this Agreement from time to time, so please review it frequently. For AMPM Training users who accepted a previous version of this Agreement, the revisions will become effective 30 days after posting at ([ampmtraining.com](http://ampmtraining.com)). Your continued use of AMPM Services means you accept the changes. Once you accept a version of the Agreement, we will not enforce future material changes without your express agreement to them. If you are asked to accept material changes to this Agreement and you decline to do so, you may not be able to continue to use the Service provided.

## **Mymint or Mintpils Account**

You need an Account to access and use many AMPM Training Services, including MINT PILs (Patient Information Leaflets).



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To create an account, you must have a valid email address, and provide true and accurate information. You must be eligible to use the AMPM Training Service for which you are registering and must be a resident of a country where use of AMPM Training Services is permitted.

You are responsible for the activity on your Mymint or Mintpils Account; it's yours, don't share it. Your account may be suspended or terminated if someone else uses it to engage in activity that violates this Agreement.

You may cancel your Mymint or Mintpils Account or a subscription to an AMPM Training Service at any time by contacting AMPM Training Customer Service Department at ([ampmtraining.com/contact-us](http://ampmtraining.com/contact-us)). To complete your request, AMPM Training may collect fees or costs incurred, if allowed by law, and any amounts owed to third-party vendors or content providers.

## Licence





AMPM Training grants you access to our MINT PILs and other services to you for health education purposes only.

The AMPM Training Services are licensed to you, not sold.

The licence is annual, starting a maximum of 3 working days from the date the licence fee appears in the bank account of AMPM Training or its representatives.

AMPM Training grants you a limited, revocable, non-transferable (i.e., not for sharing), and non-exclusive licence to use the AMPM Training Services to which you have access for your non-commercial use, subject to your compliance with this agreement.



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You may not access, copy, modify or distribute any AMPM Training Service, Content, or Entitlements, unless expressly authorised by AMPM Training or permitted by law.

You may not reverse engineer or attempt to extract or otherwise use source code or other data from AMPM Training Services, unless expressly authorised by AMPM Training or permitted by law.





AMPM Training or its licensors own and reserve all other rights, including all right, title, and interest in the AMPM Training Services and associated intellectual property rights.

## Purchasing Links to Send MINT PILs

### How links work:

- Your license includes a basic number of MINT PILs. The number is agreed upon and stated in your quotation. Every MINT PIL represents a link to a specific patient health education leaflet, sent by the health care provider (HCP) (or their representative) to a single patient. The link is generated every time the HCP decides to send the MINT PIL. Resending the same MINT PIL to the same patient represents a new link and is counted as such.
- When a patient receives the link, they may access it as a guest. The patient has to keep the link safe as this is the only way to access the MINT PIL. Alternatively, the patient may choose to register on the MINT platform. In which case, the MINT PILs can be accessed anytime, as long as it is active



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## **Expiry of links:**

Links and access to MINT PILs expire after a set number of weeks. The expiry period depends on the leaflet. It is no less than 4 weeks and no more than 9 months.

## **Rules about using links:**

You may not use a link for more than one patient. You may send as many links as needed to the same patient.

You may not download the content of the links or allow their download by any user. You may not send the content of the links through any other means than the links generated by AMPM Training services.

## **Content and Entitlements**

AMPM Training provides health education materials including Patient Information Leaflets (MINT PILs), animated healthcare videos, public health campaigns, and HCP Training courses, through a series of entitlements.

The AMPM Training Services include Content and Entitlements.

### **Content includes:**

- Websites ([mymint.org.uk](http://mymint.org.uk)) and ([mintpils.com](http://mintpils.com)),
- Technology, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, colours, videos, codes, and all audiovisual or other material appearing on or coming from AMPM Training Services,
- The design and appearance of our websites.
- Content also in
- cludes User-Generated Content ("UGC").



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## **UGC includes:**

- Mymint Account and Mintpils Account personas,
- Profile content,
- Feedback, comments, communications whether written, audio or visual,
- Posting on public platforms owned by AMPM Training,
- Posting on threads on other public platforms used by AMPM Training.

## **All UGC is owned by AMPM Training.**

**By providing AMPM Training any UGC, you forgo any entitlement or copyright to such material and surrender its ownership entirely to AMPM Training.**

8.4. Entitlements are rights that AMPM Training licenses to you to access or use the online or offline elements of AMPM Training Services.

## **Examples include (but are not limited to):**

- Access to digital or unlockable Content,
- Additional or enhanced functionality,
- Subscriptions,
- Virtual assets,
- Unlock keys or codes,
- Serial codes or online authentication.





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## **User Guidelines and Acceptable Uses**

The content of the pages of these websites ([mymint.org.uk](http://mymint.org.uk)) and ([mintpils.com](http://mintpils.com)) is for your general information and use only. It is subject to change without notice.

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the personal information may be stored by us for use to improve our services.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services, or information available through this website meet your specific requirement.





These websites contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, and graphics.

Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages



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and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland, and Wales.

## **AMPM Training Responsibilities**

Provide material on platform (mymint.org.uk) or (mintpils.com) on payment. The payment must appear in our bank accounts provided. A lag time of three working days may elapse between the payment appearing in our bank account and the provision of the services contracted and paid for.





Provide the number of links agreed upon or paid for. The availability of a set number of links may vary depending on the requirements of the user.

Provide the medical content agreed upon within the limitation of clause 12 of these Terms.

Provide a system for delivering the MINT PILs to the patient within the limitations of clause 11 of these Terms.

Any changes to the platform will be notified to the purchasing institutes two weeks prior to the implementation.



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## AMPM Training Limitation of Responsibilities

### Medical

- The material provided is general information. AMPM Training is not responsible for how the patient reads, understands, or uses the information.
- The responsibility for educating the patient lies mainly with the Health Care Provider (HCP). The MINT PILs are tools to be used and it is the responsibility of the HCP/medical institute to check the suitability of the MINT PILs to the person or persons it is provided to.
- AMPM Training assumes no medical, clinical, or financial responsibility for the patient regarding the material inside the MINT PIL.
- AMPM Training assumes no medical, clinical, or financial responsibility for the patient regarding the lack of certain information inside the MINT PIL.
- AMPM Training assumes no medical, clinical, or financial responsibility for the patient regarding the lack of any particular MINT PIL.

### Financial loss

- AMPM Training will not be held liable for any perceived financial loss due to the materials, the lack of them, the lack of statistics or feedback, any downtime in the system, or any material used before or after the MINT PIL (like advertisements or service instructions).
- Downtime of the system





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- Downtime in the system is necessary to ensure continuous upgrades. While all possible measures will be taken to ensure these periods are short and done at times that least affect the clinical work, it is possible that there may be some disruption to the service provided.
- AMPM Training is not responsible for service disruptions caused by third-party providers (internet, SMS gateways, server issues), or by hospitals or buyers failing to update their systems or integrations.
- If service downtime exceeds seven (7) consecutive working days, AMPM Training agrees to refund ten GBP (£10) per additional week of downtime upon investigation and upon due request for active subscriptions. This amount is capped at £500.

## Delivery methods

- AMPM Training holds the right to modify or cancel any MINT PIL delivery method, including but not limited to paper format, SMS, emails, QR code scans, or the platforms used.
- AMPM Training is not responsible for third-party factors that affect the delivery of MINT PILs, including but not limited to SMS provider failure, internet provider failure, cloud, or server issues.



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## Changes in MINT PIL's Availability

- AMPM Training holds the right to change the material inside the MINT PILs without prior notification.
- AMPM Training holds the right to cancel any MINT PILs without prior notification.
- AMPM Training may provide future production plans for MINT PILs or other educational material.
- AMPM Training holds the right to change the production plans as it sees fit.
- AMPM Training holds the right to modify the period the MINT PILs will be available to the recipients as it sees fit.

## User Generated Content (UGC)

- AMPM Training is and shall be under no obligation:
- To maintain any User-Generated Content in confidence.
- To pay users any compensation for any User-Generated Content.
- To respond to any User-Generated Content.

All User-Generated Content (UGC) submitted to AMPM Training becomes the sole property of AMPM Training.

By providing UGC, you forgo any entitlement or copyright to such material and surrender its ownership entirely to AMPM Training.







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## Rules of Conduct

AMPM Training helps you provide excellent health education service. So, we expect you, like all customers, to respect AMPM Training, our employees, and representatives.

**When you access or use an AMPM Training Service, you agree that you will not:**

- Violate any law, rule, or regulation.
- Interfere with or disrupt any AMPM Training Service or any server or network used to support or provide AMPM Service, including any hacking or cracking into AMPM Training Service.
- Use any software or program that damages, interferes with, or disrupts an AMPM Training Service or another's computer or property, such as denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files, and time bombs.
- Harass, threaten, bully, embarrass, spam, or do anything else to any AMPM Training employee or representative or any customer or patient or user of our services, that is unwanted, such as repeatedly sending unwanted messages or feedback or making personal attacks or statements about race, sexual orientation, religion, heritage, etc. Hate speech is not tolerated. We won't tolerate any unwanted conduct against any AMPM Training employee and representative because of their affiliation with AMPM Training.
- Publish, post, upload or distribute UGC or content that is illegal or that you don't have permission to freely distribute.



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- Publish, post, upload or distribute any content, such as a topic, name, screen name, persona, or other material or information, that AMPM (acting reasonably and objectively) determines is inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, obscene, sexually explicit, infringing, privacy-invasive, vulgar, offensive, indecent, or unlawful.
- Post a message for any purpose other than personal communication. Prohibited messages include advertising, spam, chain letters, pyramid schemes and other types of solicitation or commercial activities.
- Impersonate another person or falsely imply that you are an AMPM Training employee or representative.
- Attempt to obtain, or phish for, a password, account information, or other private information from anyone else on AMPM Services.
- Make use of any payment methods or refund systems to access, purchase or refund AMPM Training Services for fraudulent purposes, or without permission of the authorised owner, or otherwise concerning a criminal offence or other unlawful activity.
- Use any robot, spider or other automated device or process to access AMPM Training Services for any purpose such as scraping data, abuse AMPM Training Services, account creation, or copying material.
- Modify any file or any other part of the AMPM Training Service that AMPM Training does not specifically authorise you to modify.
- Use or distribute unauthorised software programs or tools (such as "auto", "macro", or hacks), or use exploits, bugs, or problems in AMPM Service to gain unfair advantage.





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- Use or distribute counterfeit software, website, or any AMPM Training Content.
- Attempt to use AMPM Training Service on or through any service that is not controlled or authorised by AMPM Training, or otherwise intentionally obfuscate your network connection or location or other metadata to gain access to AMPM Training Service, make purchases, or otherwise access AMPM Training Service.
- Sell, buy, share, trade or otherwise transfer or offer to transfer your AMPM Account, any personal access to AMPM Training Services, or any AMPM Content associated with your Mymint Account or MINTPils Account to any third-party or on a third-party website.
- Use AMPM Training Service in a country in which AMPM Training is prohibited from offering such services under applicable export control laws.
- If AMPM Service requires you to create a "username" or a "persona" to represent yourself for patients you serve, you should use your real name and may not use a username or persona that is used by someone else or that AMPM Training determines is vulgar or offensive or violates someone else's rights.
- Use information about other users publicly available in AMPM Training Service (e.g., websites) for any purpose.
- Promote, encourage, or take part in any prohibited activity described above.



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## Monitoring Measures

- AMPM Training has technologies that monitor the access, use, and conduct of users of AMPM Training services. These measures produce statistics that are used by the company for enhancing the material provided and planning the future direction of its services.
- The monitoring also detects any improper use of the platform or the services of AMPM Training provided including third-party services and activities, including but not limited to SMS providers, Email providers, payment services, and IP addresses.
- AMPM Training may collect relevant information needed for our investigation and enforcement purposes such as your account information, details related to an Unauthorised Third-Party Program, and times unauthorised use was detected. We may also terminate your Licence and your AMPM Training services Account if we determine you have misused the services.





**AMPM Training retains the right to audit the usage and account activity of all Hospital Account Holders.**

**The Hospital must not attempt to circumvent such audits.**

## Payment and Subscription Options

- Methods of payment
- Not all options are available in all countries.
- Options of payment include:



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- 16.1.2.1. Direct Bank Transfer
- 16.1.2.2. Cheques
- 16.1.2.3. Credit cards and other online payment services
- Confirmation of payment
- AMPM Training may request proof of payment before activating its services.
- Once processing is complete, you will receive an email confirmation with information about account management and getting started with AMPM Training.
- Cash payments are not accepted.
- We do not currently offer automated subscription renewal.

## Cancellation and Refund Policy

### Licence

- The licence is provided on subscription basis. This is usually billed annually unless otherwise agreed upon formally in writing.
- You may cancel your subscription at any time.
- If you cancel your subscription within 30 days of payment you are refunded the total amount of the subscription minus any used links.
- If you cancel your subscription within the first 180 days, you are refunded 25% of the annual subscription fee minus any used links.





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- After 180 days, no refund is offered for the remaining period of the contract. The subscription will remain active till the end of the billing cycle.
- The length of the paid contract is as agreed upon in the quotation and invoice.





## Links

- The links may be part of the licence.
- These links cannot be refunded for any monetary value.
- Any unused links may be transferred forwards one year only.
- Links may be bought in link packages.
- The link packages can be refunded if unused in its entirety.
- If any links are used from the package, the links cannot be refunded.
- The refund for packages is processed after a written request, within 2 weeks of purchase.
- The request must be made to the customer service email.
- Purchased links have no expiry date.

## About These Terms

If these terms conflict with any service-specific additional terms, the additional terms will govern for that service.



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If a particular term is not valid or enforceable, this will not affect any other terms.

If you don't follow these terms or the service-specific additional terms, and no action is taken right away, that doesn't mean we're giving up any rights that we may have, such as taking action in the future.

## **Warranty Disclaimer**

- The AMPM Training services and platform are provided to you "AS IS" and "AS AVAILABLE" with all faults and defects without warranty of any kind.
- To the maximum extent permitted under applicable law, AMPM Training, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the AMPM Training services and platform, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice.

**Without limitation to the foregoing, AMPM Training provides no warranty or undertaking, and makes no representation of any kind that the services will:**

- Meet your requirements,
- Achieve any intended results,
- Be compatible or work with any other software, systems, or services,









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- Operate without interruption,
- Meet any performance or reliability standards,
- Be error-free or that any errors or defects can or will be corrected.
- Without limiting the foregoing, neither AMPM Training nor any of its service providers makes any representation or warranty of any kind, express or implied:
- As to the operation or availability of the AMPM Training services, or the information, content, and materials included therein;
- That the AMPM Training services will be uninterrupted or error-free;
- As to the accuracy, reliability, or currency of any information or content provided through the AMPM Training services;
- That the AMPM Training services, their servers, the content, or emails sent from or on behalf of AMPM Training are free of viruses, scripts, trojan horses, worms, malware, timebombs, or other harmful components.

## **Contact Us**

- If you have any questions about these Terms, or any concerns regarding your use of AMPM Training services, please contact us at:
- Email: [info@ampmtraining.com](mailto:info@ampmtraining.com)
- Website: [www.ampmtraining.com](http://www.ampmtraining.com)



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