



**AMPM  
Training**

## AMPM Training Terms and Conditions for Additional Services

▶ **These Terms and Conditions ("Terms") govern the use of "additional services" provided by AMPM Training UK, namely:**

API Integration Services,

Brand Engagement Messages (BEM) Services,

Hospital-Developed Content Uploading Services on the MINT Platform.

These services are offered exclusively to licensed medical service provider ("Account Holders") who have entered into a subscription agreement with AMPM Training for the MINT Platform or other associated services.

By engaging AMPM Training to provide any of these services, the Account Holder agrees to be bound by these Terms, in addition to the General Terms and Conditions of AMPM Training.

If you do not agree to these Terms, you must not request or use the additional services.

### Glossary of Terms

**"Customer(s)"** shall mean the licensee of an AMPM Training online service (the "AMPM Training Offering") and, if the licensee is an organization, shall include its administrators and end-users.



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**"AMPM Training APIs"** shall mean:

any form of machine-accessible application programming interface that AMPM Training makes available which provides access to an AMPM Training Offering, including all associated tools, elements, components, and executables therein.

any AMPM Training sample code that enables interactions with an AMPM Training Offering; and

documentation that AMPM Training makes available to help enable your access to the AMPM Training APIs.

**"AMPM Training APIs"** shall include those listed on the website ["ampmtraining.com/api/"](http://ampmtraining.com/api/) and any others communicated by AMPM Training via official email.

**"Brand Engagement Message (BEM) Services"** allow hospitals to insert custom branded messages while displaying a Patient Information Leaflet (MINT PIL).

These messages can be used for health campaigns, service promotions, or patient support messaging.

**"Hospital-Developed Content Uploading (HDCU) Services"** enables Account Holders to request the upload of their own developed Patient Information Leaflets, brochures, or hospital-specific patient education materials onto the MINT Platform.





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## API Integration Services Introduction

AMPM Training provides Application Programming Interface (API) integration services that allow Account Holders to securely connect their internal systems (such as Electronic Medical Record systems) with the MINT Platform.

The integration facilitates functionalities such as automated patient education material sending, link generation, and usage tracking.

The API Integration is provided in accordance with AMPM Training's technical documentation.

Customisations outside the standard integration scope may require separate agreements and fees and such a service is not guaranteed in any form by AMPM Training.

By accessing or using the AMPM Training APIs (collectively, the "APIs"), including within any software application, website, tool, service, or product you create or offer to Customers (your "Application"), you agree to be bound by these Terms and Conditions for Additional Services ("Terms") and any accompanying documentation that applies to your use of the APIs (collectively, the "API Documentation"). You represent and warrant that you have the authority to accept these Terms on behalf of yourself, a company, and/or other entity, as applicable.

AMPM Training ("AMPM Training," "we," "us," or "our") may, at any time and without prior notice, change, amend, or terminate these Terms. Your continued use of the APIs following any such change or amendment constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms or if we terminate these Terms, you must immediately cease all use of the APIs.





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In addition to the termination rights set forth above, we may terminate your access to and use of the APIs, in whole or in part, at any time and for any reason, with or without prior notice.

These Terms shall be governed by and construed in accordance with English laws, without regard to its conflict of law principles.

If you have any questions regarding these Terms, please contact us at [info@ampmtraining.com](mailto:info@ampmtraining.com). **AMPM Training APIs License and Guidelines**

## **AMPM Training APIs License**

Subject to your strict compliance with all provisions of these API Terms of Service ("Terms"), AMPM Training grants to you a limited, non-exclusive, non-assignable, non-transferable, and revocable license to:

Use the AMPM Training APIs for the sole purpose of supporting your software, website, tool, or Application "Application"; and

Permit your employees and Customers to use your integration of the AMPM Training APIs within your Application.

Such use shall be strictly limited to the scope of the rights expressly granted herein and shall be in accordance with all applicable provisions of these Terms. Any violation of these Terms may result in the immediate suspension or termination of your access to and use of the AMPM Training APIs, without prior notice.

## **2.1.2 AMPM Training APIs Guidelines**

### **Prohibited Uses**

**You shall not:**

**Impair AMPM Training Services:** Use the AMPM Training APIs in any





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manner that could impair, harm, or damage AMPM Training, the AMPM Training APIs, any AMPM Training Offering, or any person's use of the AMPM Training APIs or any AMPM Training Offerings.

**Disrupt Systems:** Use the AMPM Training APIs to disrupt, interfere with, or attempt to gain unauthorized access to any services, servers, devices, or networks connected to or accessible via the AMPM Training APIs.

**Customer Migration:** Use the AMPM Training APIs or any information accessed or obtained using the AMPM Training APIs for the purpose of migrating Customers away from an AMPM Training Offering without the express prior written consent of the applicable Customer.





**Data Scraping and Duplication:** Scrape, build databases, or otherwise create copies of any data accessed or obtained using the AMPM Training APIs, except as expressly permitted by AMPM Training in writing for an intended usage scenario approved by AMPM Training for your Application.

**Excessive Data Requests:** Request from the AMPM Training APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application reasonably requires for the intended functionality of your Application.

**Excessive Bandwidth Usage:** Use an unreasonable amount of bandwidth or adversely impact the stability of the AMPM Training APIs or the behaviour of other applications using the AMPM Training APIs.

**Circumvent Limitations:** Attempt to circumvent any limitations that AMPM Training sets on your use of the AMPM Training APIs, including but not limited to limitations on the number of API requests or the number of users you may serve.



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**Reverse Engineer:** Reverse engineer, decompile, or disassemble the AMPM Training APIs, except and only to the extent expressly permitted by applicable law despite this limitation.

**Performance Testing:** Use the AMPM Training APIs or any data obtained using the AMPM Training APIs to conduct performance testing of an AMPM Training Offering unless expressly permitted by AMPM Training in writing.

**Security Vulnerability Exploitation:** Use the AMPM Training APIs or any data obtained using the AMPM Training APIs to identify, exploit, or publicly disclose any potential security vulnerabilities.

**Unauthorized Data Use:** Request, use, or make available any data obtained using the AMPM Training APIs outside of the express permissions granted by Customers in connection with using your Application.

**Circumvent Licensing:** Make your Application available for use in a manner that circumvents the need for users to obtain a valid license to the AMPM Training application or service that is accessed through the AMPM Training APIs.

**Resale and Redistribution:** Redistribute, resell, or sublicense access to the AMPM Training APIs, any data obtained using the AMPM Training APIs, or any other AMPM Training Offering accessed through the AMPM Training APIs.

**Misrepresentation of Licensing:** Misrepresent, expressly, by omission, or implication, the need for users to obtain a valid license to the AMPM Training application or service that is accessed through the AMPM Training APIs.

**Falsification of Identifiers:** Falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of





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queries coming from an Application to hide a violation of these Terms.

**Law violation:** Use the AMPM Training APIs or allow any user to use the **Application in a way that violates applicable law, including:**

Illegal activities, such as piracy, violating copyright, trademark or other intellectual property laws.

Threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason.

Violating applicable privacy laws and regulations.

Use the AMPM Training APIs in a way that could create, in AMPM Training's sole discretion and judgment, an unreasonable risk to users from a security or privacy perspective.

## Security

### Security Obligations

You warrant that your software, website, tool, or Application (collectively, the "Application") has been developed or adjusted to operate with AMPM Training API content in a secure and responsible manner. Your network, operating system, and the software of your servers, databases, and computer systems (collectively, "Systems") shall be properly configured to securely operate your Application and content collected through your Application (including AMPM Training API content). You shall implement and maintain reasonable security measures to protect the privacy and confidentiality of all data accessed or processed through your Application, including but not limited to:

**Data Encryption:** Implementing appropriate encryption measures for



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data in transit and at rest.

**Access Controls:** Implementing robust access controls to restrict access to your Application and the data it processes.

**Regular Security Audits:** Conducting regular security audits and vulnerability assessments of your Application and Systems.

**Incident Response Plan:** Maintaining and implementing an incident response plan to address and mitigate security breaches.

## Security Monitoring and Enforcement

AMPM Training may use technology to detect, prevent, or limit the impact of any issues caused by your Application, including but not limited to:

**Filtering:** Implementing filters to stop spam and malicious traffic.

**Security Monitoring:** Conducting security monitoring for activities such as scraping, denial-of-service attacks, user impersonation, application impersonation, or illicit consent grants.

**Access Restrictions:** Limiting or terminating your access to the AMPM Training APIs in response to security threats or violations of these Terms.

## Access and Audits

You shall:

Permit AMPM Training reasonable access to your Application and related



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systems for the purpose of monitoring compliance with these Terms.

Respond promptly and fully to any questions or requests for information from AMPM Training regarding your compliance with these Terms.

Upon request by AMPM Training, provide AMPM Training (or an independent auditor acting on our behalf) with data on your usage of AMPM Training services for the period of the contract as reasonably requested by us to verify your compliance with these Terms, including, in particular, your security and privacy obligations under these Terms.

## **Audit Rights**

AMPM Training reserves the right to conduct audits (including by hiring an independent auditor) of your Application and related systems to verify your compliance with these Terms. You shall cooperate fully with any such audit and provide AMPM Training with all necessary information and materials, including up to two full-featured instances of your Application. Failure to provide adequate information or materials may result in restrictions on or termination of your access to the AMPM Training APIs.

## **Vulnerability Disclosure**

You shall have a process in place to respond to any vulnerabilities in your Application. In the event of any vulnerabilities related to your Application's connection to the AMPM Training APIs discovered by you or reported to you by a third party, you agree to promptly notify AMPM Training of such vulnerabilities and provide any relevant details.





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## Data Breach Notification

In the event of a data breach by you resulting from any aspect of the AMPM Training APIs involving your Application or any data collected through your Application, you shall promptly notify AMPM Training of the data breach in writing and provide details of the breach, including the nature and scope of the breach, the affected data, and the steps taken to mitigate the impact of the breach.

## Your Compliance with Applicable Privacy and Data Protection Laws

You must comply with all laws and regulations applicable to your use of the data accessed through the AMPM Training APIs, including without limitation laws related to privacy, biometric data, data protection and confidentiality of communications. Your use of the AMPM Training APIs is conditioned upon implementing and maintaining appropriate protections and measures for your service and Application, and that includes your responsibility to the data obtained through the use of the AMPM Training APIs. For the data you obtained through the AMPM Training APIs, you must:

Obtain all necessary consents before processing data and obtain additional consent if the processing changes ("**Data Access Consents**"),

In the event you're storing data locally, ensure that data is kept up to date and implement corrections, restrictions to data, or the deletion of data as reflected in the data obtained through your use of the AMPM Training APIs,

Implement proper retention and deletion policies, including deleting all data at the end of your contract with AMPM Training.



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Nothing in the Agreement shall be construed as creating a joint controller or processor-sub processor relationship between you and AMPM Training.

We may change or discontinue the availability of some or all of the AMPM Training APIs at any time for any reason with or without notice. Such changes may include, without limitation, removing or limiting access to specific API(s), requiring fees or setting and enforcing limits on your use of additions to the AMPM Training APIs. We may also impose limits on certain features and services or restrict your access to some or all of the AMPM Training APIs. We may release subsequent versions of the AMPM Training APIs and require that you use those subsequent versions, at your sole cost and expense.

Any version of the AMPM Training APIs designated as "preview", "pre-release" or "beta" ("**Preview API**"), may not work in the same way as a final version. We may change or not release a final version of a Preview API in our sole discretion.

We may modify these API terms at any time, with or without prior notice to you. Your continued use of the AMPM Training APIs following the release of a subsequent version of these API terms will be deemed your acceptance of any modifications to these API terms.

## Feedback

If you give feedback about the AMPM Training APIs to AMPM Training, you give to AMPM Training, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You will not give feedback that is subject to a license that requires AMPM Training to license its software or documentation to third parties because AMPM Training includes your feedback in them. These rights survive these API Terms.





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## Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the AMPM Training APIs ("**Confidential Information**"), which is confidential and proprietary to AMPM Training. You may use Confidential Information only as necessary in exercising your rights granted under these API Terms. You may not disclose any Confidential Information to any third party without AMPM Training's prior written consent. You agree that you will protect any Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information.

## Disclaimer of Warranties, Limitation of Liability and Indemnity

### Disclaimer of Warranties

We make no warranties, express or implied, guarantees or conditions with respect to your use of the AMPM Training APIs. You understand that use of the AMPM Training APIs is at your own risk and that we provide the AMPM Training APIs on an "as is" basis "with all faults" and "as available" to the extent permitted under your local law, we exclude any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. We do not guarantee the AMPM Training APIs will function without interruption or errors in functioning. In particular, the operation of the AMPM Training APIs may be interrupted due to maintenance, updates, or system or network failures. We disclaim all liability for damages caused by any such interruption, errors in functioning, or that data loss will not occur.



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## Limitation of Liability

if you have any basis for recovering damages (including breach of these API terms), you agree that your exclusive remedy is to recover, from AMPM Training or any affiliates, resellers, distributors, suppliers (and respective employees, shareholders, or directors) and vendors, only direct damages up to GBP £500.00 collectively. you cannot recover any other damages or losses, including, without limitation, direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims related to these API Terms or your use of the AMPM Training APIs.

## Indemnification

You will defend, hold harmless, and indemnify AMPM Training from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with your breach of the obligations herein or infringement of AMPM Training's or third party's intellectual property.

## No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the AMPM Training APIs, content or other material used or displayed through the current AMPM Training website or successor site.





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## No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

## Termination

We may suspend or immediately terminate these API Terms, any rights granted herein, and/or your license to the AMPM Training APIs, in our sole discretion at any time, for any reason. You may terminate these API Terms at any time by ceasing your access to the AMPM Training APIs.

Upon termination, all licenses granted herein immediately expire and you must cease use of the AMPM Training APIs and any data obtained through them.

## General Terms

## Applicable Law

**AMPM Training is registered in the United Kingdom**, English law governs the interpretation of these API Terms and applies to claims for breach of it, regardless of conflict of laws principles.

**Support.** AMPM Training APIs are provided "as is," we may not provide immediate support services for them. You are solely responsible for the quality of your software, website, tool or Application and providing support for your software, website, tool or Application.

**Assignment and Delegation.** You may not assign or delegate any rights or obligations under these API Terms, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these API Terms, fully or partially without notice to you.





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**Reservation of Rights.** All rights not expressly granted herein are reserved by AMPM Training. You acknowledge that all intellectual property rights within the AMPM Training APIs remain the property of AMPM Training and nothing within these API Terms will act to transfer any of these intellectual property rights to you.

**AMPM Training and you are independent contractors.** Nothing in this Agreement shall be construed as creating an employer-employee relationship, processor-sub processor relationship, a partnership, or a joint venture between the parties.

**No Waiver.** Either party's failure to act with respect to a breach of these API Terms does not waive either party's right to act with respect to that breach or subsequent similar or other breaches.

**Modifications.** We may modify these API Terms at any time with or without individual notice to you. Any modifications will be effective upon your continued use of the AMPM Training APIs.

**Entire Agreement.** These API Terms and any documents incorporated into these API Terms by reference, constitute part of the agreement between you and us regarding the AMPM Training services and the terms and conditions stated and agreed by you. If any provision of these API Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible.

## Brand Engagement Message (BEM) Terms

All BEM content used by the Account Holder must comply with applicable healthcare advertising regulations and AMPM Training's editorial



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standards.

AMPM Training reserves the right to reject or request modifications to any submitted Brand Engagement Message if it is deemed non-compliant, misleading, inappropriate, or potentially damaging to the integrity of the platform.

Hospitals must ensure that any health claims, promotional offers, or informational messages in the BEMs are accurate and substantiated.

The display of BEMs is limited to the specific deployment agreed upon in the hospital's subscription or service agreement.

You will defend, hold harmless, and indemnify AMPM Training from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with direct or in-direct relation to Brand Engagement Messages.

## **Hospital-Developed Content Uploading Terms**

The Account Holder warrants that all submitted materials are original or properly licensed and that uploading them to the MINT Platform does not infringe on the rights of any third parties.

Hospital-developed content must meet the readability, clarity, and format standards communicated by AMPM Training.

AMPM Training may request revisions or reject content that is:

- Inconsistent with patient health literacy principles,





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- Medically inaccurate,
- Misleading, discriminatory, or otherwise inappropriate.

By submitting hospital-developed materials, the Account Holders grants AMPM Training a non-exclusive right to host, display, and distribute the content to users within the subscribed account.

The Account Holders remains responsible for ensuring the ongoing accuracy and regulatory compliance of their own uploaded materials.

You will defend, hold harmless, and indemnify AMPM Training from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, and reasonable attorney fees, to the extent resulting from, alleged to have resulted from, or in connection with direct or in-direct relation to Hospital Developed Content Uploading.

## Intellectual Property

All intellectual property rights in the MINT Platform, including its APIs, infrastructure, Brand Engagement Message (BEM) templates, and platform functionalities, are owned exclusively by AMPM Training.

Account Holders retain ownership of their uploaded Hospital-Developed Content and any Brand Engagement Message materials they create.

However, by submitting such materials to AMPM Training, the Account Holders grants AMPM Training a non-exclusive, royalty-free, worldwide licence to:

- Host,





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- Display,
- Distribute,
- Integrate the materials into the MINT Platform within the scope of the agreed services.
- This licence is granted for the duration of the subscription or service agreement.

## Account holders warrant that:

They have all necessary rights, licences, and permissions to submit and authorize AMPM Training to use the content.

Submitted content does not infringe upon any intellectual property rights, confidentiality obligations, or applicable laws.

Hospitals are responsible for ensuring that their Brand Engagement Messages and uploaded materials are accurate, lawful, and non-infringing.

Unauthorized reproduction, reverse engineering, copying, or redistribution of AMPM Training APIs, systems, or intellectual property is strictly prohibited.

## Fees and Payment

Fees for API Integration, Brand Engagement Messages (BEM), and Hospital-Developed Content Uploading Services are separate from the standard MINT Platform subscription unless otherwise explicitly included in the subscription agreement.

Pricing for these additional services will be outlined in the specific





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quotation or invoice provided to the Account Holder prior to commencement of the service.

**Payment terms are as follows unless otherwise agreed in writing:**

- 100% payment in advance for project-based services (such as API setup or content uploading).
- Annual or semi-annual billing for ongoing services like BEM maintenance if applicable.

**Failure to make timely payment may result in:**

- Suspension of access to the additional services,
- Delay in service delivery timelines,
- Termination of the related service agreement at AMPM Training's discretion.
- Any change requests or expansions beyond the original service scope (e.g., additional API endpoints, significant BEM redesigns, extra Account Holders content uploads) may incur additional charges, which will be communicated and agreed upon separately.

## Termination and Refunds

AMPM Training reserves the right to suspend or terminate access to the API Integration, Brand Engagement Messages (BEM), or Hospital-Developed Content Uploading services if:

There is a material breach of these Terms or the General Terms and





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Conditions,

Improper, unauthorized, or insecure use of APIs, BEM content, or uploaded materials is detected,

Payments for these services are overdue by more than thirty (30) calendar days,

Continued provision of the services would expose AMPM Training to legal, regulatory, or reputational risks.

### **Upon termination or suspension:**

- API access credentials will be revoked,
- Brand Engagement Messages will be disabled from display,
- Uploaded Account Holders content will no longer be accessible to end-users.
- Termination of additional services does not automatically terminate the Hospital's main subscription to the MINT Platform unless explicitly stated in a separate notice.
- If services are suspended due to Account Holders breach or negligence, no refund shall be due.
- Either party may terminate specific additional services for convenience with sixty (60) days' written notice, subject to the hospital's subscription agreement terms.
- The Account Holders may terminate the agreement for any additional





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- services and claim a 50% refund within 30 days of payment. After 30 days no refund will be issued.

## **Warranty Disclaimer and Limitation of Liability**

AMPM Training provides the Brand Engagement Messages Services, and Hospital-Developed Content Uploading Services "AS IS" and "AS AVAILABLE" without any warranties of any kind, either express or implied.

To the maximum extent permitted under applicable law, AMPM Training disclaims all warranties, including:

Implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement,

Warranties arising out of course of dealing, course of performance, or trade usage,

Warranties that services will be uninterrupted, error-free, secure, or free of harmful components.

Without limiting the foregoing, AMPM Training does not warrant that:

Brand Engagement Messages will produce specific engagement outcomes,

Uploaded Account Holders content will meet any specific patient health outcome metrics.

### **Limitation of Liability:**

- To the fullest extent permitted by applicable law, AMPM Training shall





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- not be liable for:
- Any indirect, incidental, consequential, special, punitive, or exemplary damages,
- Any loss of profits, goodwill, data, or business opportunities,
- Any claims arising from errors or omissions in hospital-provided BEM or uploaded content,

In any case, AMPM Training's total cumulative liability for all claims arising under or related to these additional services shall not exceed the £500.00 collectively. You can't recover any other damages or losses, including, without limitation, direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any claims related to these Terms or your use of the AMPM Training additional services.

## Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws applicable to the Hospital's location as follows:

For users located in the Middle East (including the Kingdom of Saudi Arabia, Egypt, and Gulf Cooperation Council countries), any dispute 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.





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For users located in any other country, any dispute shall be referred to and determined under the Rules of the Scottish Arbitration Centre.

The seat of arbitration shall be Scotland unless otherwise agreed in writing.

The number of arbitrators shall be three.

The language of the arbitration shall be English.

Each party shall bear its own legal costs unless otherwise decided by the arbitral tribunal.

Before initiating arbitration, the parties agree to attempt to resolve disputes informally by engaging in good faith negotiations for a minimum of thirty (30) days.

## Contact Us

If you have any questions about these Additional Service Terms or need support related to API Integration, Brand Engagement Messages, or Hospital-Developed Content Uploading, please contact us at:

**Email:** [info@ampmtraining.com](mailto:info@ampmtraining.com)

**Website:** [www.ampmtraining.com](http://www.ampmtraining.com)



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