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## REGISTRATION POLICY

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### Definitions and Interpretation:

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| <b>Component</b>   | A component is an individual, downloadable piece of Manufacturer's product uploaded and hosted on the BIMhealth website. Manufacturer objects are intended to be interchangeable with generic and custom designed healthcare roomsets. |
| <b>Roomset</b>     | A roomset consists of the interactive 3-dimensional drawing; 'C' sheet, and RDS all contained within a zip folder downloadable from the BIMhealth website. The zip folder contains files in pdf and Revit formats.                     |
| <b>We/Us/Our</b>   | Means BIMhealth Ltd trading address is First Floor, 30a Billing Road, Northampton, NN1 5DQ. Our manufacturing partners are now included in this definition and interpretation.                                                         |
| <b>You/Your</b>    | Refers to any registered users of BIMhealth (UDH Ltd) to whom this document specifically applies.                                                                                                                                      |
| <b>The Website</b> | Means <a href="http://www.bimhealth.co.uk">http://www.bimhealth.co.uk</a> .                                                                                                                                                            |

### 1. Registration

Users are required to register with BIMhealth via the website in order to purchase and download the material (including free material) contained therein. Registration is free of charge, and will only terminate by request of the registered user. Professional criteria selected at registration is for statistical purposes only, and does not affect your registration.

### 2. All Registrations

2.1 All downloads, including Roomsets, from the BIMhealth website shall be free of charge to all commercial registered users, subject to the following provisions:

- 2.1.1 Where registration is completed using a commercial email address;
- 2.1.2 Where legitimacy of employment can be confirmed, including but not limited to third party confirmation, at our discretion.

### 3. Termination

- 3.1 Should you wish to terminate your registration, you must contact BIMhealth at [info@bimhealth.co.uk](mailto:info@bimhealth.co.uk), or via the 'Contact Us' facility located on the website.
- 3.2 Your ability to download content will not be prevented until your registration is properly terminated.

### 4. BIMhealth's Obligations

- 4.1 BIMhealth are obligated to ensure that all downloadable content published on the

website is, to the best of our knowledge, up-to-date and accurate.

- 4.2 In the event of any discrepancy regarding use of downloaded material, registration, or any other matter, we will endeavour to contact you in a timely manner in an attempt to remedy the situation.
- 4.3 Any concerns, questions, and enquiries will be dealt with honestly and in a timely manner.
- 4.4 Our obligation to you under this Clause 5 is subject to a valid registration.

## 5. **Your Obligations**

- 5.1 You are obliged at all times to co-operate with the provisions of this document and all provisions contained in our Terms of Use.
- 5.2 If you notice any fault or inaccuracy in any information or material downloaded from BIMhealth, you are obligated to inform us directly and in a timely manner.
- 5.3 It is your responsibility to ensure any information you provide us on registration is accurate and correct.
- 5.4 It is your responsibility to ensure the content you are downloading is suitable for the purpose for which you intend to use it. Purchase of any download is non-refundable in the event that you mistake its suitability.
- 5.5 BIMhealth (UDH Ltd) does not offer any guarantee that components you have imported into a roomset, including any adjustments made to existing components, complies or are suitable for use in the specified roomset environment. Once you have edited any part of the roomset, you become responsible for ensuring that the roomset, and the components contained therein, are compliant and suitable for the application and purpose for which you intend it to be used. BIMhealth can only ensure the compliance of components individually and only when used for the purpose intended by the manufacturer. You remain responsible for the correct application and installation of any component you choose to use.
- 5.6 All roomsets on the BIMhealth website contain generic components that are unique to the compliance requirements of the individual roomset. Generic roomset components should be used as a requirement and positioning guide only. In no way are these generic components intended to be relied upon or replicated in your project.
- 5.7 Components imported into a roomset individually are designed to be inserted and positioned in a specific way. You are responsible for installing each component correctly and in such a way that does not conflict with any other component. BIMhealth can only ensure the compliance of components, as individual products, if they are correctly installed into a compatible project.
- 5.8 If you choose to download individual components for use in your own projects you are responsible for the compliance, compatibility, and suitability of that component with the project in which you intend it to be used. BIMhealth can only ensure the compliance of components individually and only when used for the manufacturers' intended purpose. You remain responsible for the correct application and installation of any component you choose to use.
- 5.9 Prior to downloading any content from the website, you should ensure that such material is compatible with any hardware and software with which you intend to use BIMhealth content.

- 5.10 It is your responsibility to check for any changes made to this policy, or any document incorporated therein.

## **6. Intellectual Property Rights**

- 6.1 All roomsets and downloadable materials, including any intellectual property rights therein, are the property of either BIMhealth (UDH Ltd) or the relevant manufacturer, unless expressly stated otherwise.
- 6.2 All intellectual property rights remain the property of BIMhealth (UDH Ltd) . Proper subscription and compliance with all Terms and Conditions provides licence to use downloaded material in your own commercial projects only.
- 6.3 You are not permitted to sell, share, or copy any downloaded material for the benefit of a third party, or for use in any publication without our express consent, or the express consent of the entity retaining any intellectual property right, including any copyrighted material.

## **7. Disclaimers**

- 7.1 Professional or specialist advice should always be sought before taking any action relating to the production, or reproduction, of any of the components or roomsets displayed on our site. All products and services are intended for use by qualified industry professionals only. You are responsible for ensuring the safety of work that you complete, and the suitability of BIMhealth content used in such projects. BIMhealth does not accept liability or responsibility for death or personal injury sustained as a result of your negligence and/or professional malpractice.
- 7.2 We make no representation, warranty, or guarantee that Our Site, or products therein, 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 software and hardware, or that it will be secure.
- 7.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date outside the scope of our obligations under Clause 5.
- 7.4 Once a roomset is successfully downloaded you become ultimately responsible for its safekeeping and use. We assume no responsibility or liability for the safe storage, suitability, or appropriate use of the downloaded material. Any loss or deletion, either intentional or accidental, is your responsibility and we are under no obligation to provide a replacement.
- 7.5 We retain the right to bring any material offline without notice for a reasonable period in order to make amendments and/or update information, including the rectification of technical issues which may arise. We accept no liability for any losses caused due to the website, or any website material, being offline for these purposes.
- 7.6 All limitations of liability are set out in the Terms and Conditions of our website, and are incorporated specifically by this Clause 8.6, and Incorporation Clause 9.

## 8. **Incorporation Clause**

- 8.1 By virtue of this Clause 10.1 all terms and conditions expressed or implied by other documents supplied by BIMhealth are deemed to be incorporated into this document. Other documents include:
  - 8.1.1 Terms and Conditions published at <https://www.bimhealth.co.uk/wp-content/uploads/Website-Terms-of-Use.pdf>; and
  - 8.1.2 Our privacy policy <https://www.bimhealth.co.uk/wp-content/uploads/Privacy-and-Cookie-Policy.pdf>.
- 8.2 By way of registration you are deemed to agree that you have been sufficiently informed of all Terms and Conditions, including Terms of Use and Privacy Policy, and accept their enforceability as a legal document.