

END USER LICENSE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY

Who we are and what this agreement does

We, Constentum Ltd whose registered address is 24 Ormeau Avenue, Belfast, Northern Ireland, BT2 8HS license you to use:

- MedicComs mobile application software (**App**) and any updates or supplements to it.
- The related electronic documentation (**Documentation**).
- The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided at <http://app.mediccoms.com/privacy> and it is important that you read that information.

Additional terms for specific Services

In addition the Services set out below will be governed by the following terms of use and privacy policies:

Service	Link to terms of use	Link to privacy policy
MedicComs	http://app.mediccoms.com/terms	http://app.mediccoms.com/privacy

The terms of any appstore provider or operator site (**AppStore**) also apply.

The ways in which you can use the App and Documentation may also be controlled by the AppStore's rules and policies.

Operating system requirements

This App requires an Apple device (phone or tablet) running iOS 11.0 or above, Android devices (phone or tablet) running Android 5.1 and above. For web based use on desktop we recommend running the latest version of either Mozilla Firefox, Google Chrome, Safari or Microsoft Edge.

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at sales@constentum.com or call them on 028 9034 2812.

How we will communicate with you. If we have to contact you we will do so by email, by SMS or by pre-paid post, or routed by the administrator of your system using the contact details you have provided to us.

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto your device and view, use and display the App and the Service on such devices for your clinical communication purposes only;
- use any Documentation to support your permitted use of the App and the Service; and
- receive and use any free supplementary software code or update of the App incorporating "patches" as we may provide to you.

You must be 18 or over to accept these terms and buy the App.

You may not transfer the App to someone else

We are giving you personally the right to use the App. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce. We will notify you of a change by email or via the App.

Your continued use of the App will constitute an acceptance of the updated terms.

Update to the App and changes to the Service

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always match the description of it provided to you when you bought it.

If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

We may collect technical data about your device

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

Acceptable use restrictions

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general secure clinical communication purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

We may end your rights to use the App and the Services if you break these terms

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by the laws of Northern Ireland and you can bring legal proceedings in the courts of Northern Ireland. In the event that legal proceedings are actioned, all data processed through the App will be made available to our legal advisors for review in an anonymised form.