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## END USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

### Who we are and what this agreement does

We, Medidata Exchange Limited (**MediData**), of Ty Derw, Lime Tree Court, Cardiff Business Gate, Cardiff, CF23 8AB, United Kingdom license you to use:

- the Electronic Medical Report application, [VERSION NUMBER] (**App**) and any updates or supplements to it;
- the related electronic documentation made available in the App (**Documentation**); and
- 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 applicable in England and Wales, 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 in MediData's privacy policy which can be accessed [here](#). It is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### Operating system requirements

The App requires a mobile or handheld device with a minimum of [AMOUNT OF MEMORY] of memory and the [TYPE AND VERSION OF OPERATING SYSTEM] operating system.

### Support for the App and how to tell us about problems

**Support.** If you want to learn more about the App or the Service or have any problems using them, please take a look at our support resources at [www.medi2data.com](http://www.medi2data.com), or contact us for further information.

**Contacting us (including with complaints).** If you think the App or the Service is faulty or misdescribed or wish to contact us for any other reason, please email us at [admin@medi2data.org](mailto:admin@medi2data.org) or call us on +447770788110.

**How we will communicate with you.** If we have to contact you we will do so by email or by pre-paid post, using the most recent 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 a handheld or mobile device and view, use and display the App and the Service on such devices for your purposes only;
- use any Documentation to support your permitted use of the App and the Service;
- provided you comply with the Licence Restrictions (as defined below), make up to one copy of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

You must be 18 or over to accept these terms, download and use the App.

You are not permitted to transfer the App to someone else.

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We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to anyone else. 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 give you notice of any change by notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

### **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. 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 Service.

The App will work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

### **If someone else owns the device you are using**

If you download 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 the Service, 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 the Service to you.

### **[We may collect location data (but you can turn location services off)]**

[Certain elements of the Service will make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use this Service, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on your devices / [LOCATION OF SETTINGS].]

### **We are not responsible for other websites you link to**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **Licence restrictions**

You agree that you will:

- not sub-license, rent, lease, loan, provide, or otherwise make available, the App or the Service in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Service, 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 Service nor permit the App or the Service or any part of them to be combined with, or become incorporated in, any other programs;

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- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Service 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, and provided that the information obtained by you during such activities:
    - is only used only for the purpose of achieving inter-operability of the App with another software programme;
    - is not disclosed or communicated without MediData's prior written consent to any third party;
    - is not used to create any software that is substantially similar in its expression to the App;
    - is kept secure;
  - keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
  - not to provide or otherwise make available the App in whole or in part, in any form to any person without prior written consent from MediData; 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;

together the "**Licence Restrictions**".

#### **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;

together the "**Acceptable Use Restrictions**".

#### **Intellectual property rights**

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

#### **Limitation of liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This means we do not exclude liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any other liability that cannot be excluded or limited by English and Welsh Law.

We exclude our liability for losses that:

1. were not foreseeable to you and us when the contract was formed;
2. that were not caused by a breach on our part;

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3. loss of profit, loss of business, business interruption, or loss of business opportunity; and
  4. damage that you could have avoided by following our advice to apply an update offered to you 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.

MediData's maximum aggregate liability under or in connection with these terms (including your use of the App and the Service) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to [£1,000,000].

**Limitations to the App and 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.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** You acknowledge and agree that the App has not been developed to meet your individual requirements. It is your responsibility to ensure that the facilities and functions of the App and the Services meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Service or support for the App or the Service 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. We will not be liable for delays caused by the event.

**We may end your rights to use the App and the Service if you break these terms.**

We may end your rights to use the App and the Service at any time by contacting you if you have broken these terms in a material way, or if you have breached the Acceptable Use Restrictions or Licence Restrictions (as above). If what you have done can be put right, we may give you the right to remedy such breach within 14 days after the service of written notice from us requiring you to do so.

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

- all rights granted to you in these terms shall cease;
- you must stop all activities authorised by these terms, including your use of the App and the Service;
- 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; and
- [we may remotely access your devices and remove the App from them and cease providing you with access to the Service.]

**Transfer of 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 MediData agree in writing.

**Communication between us**

If you wish to contact us in writing, or if any condition in this licence requires you to give us notice in writing, you can send this to us by e-mail at [admin@medi2data.org](mailto:admin@medi2data.org).

**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.

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.

**Delay in enforcing the contract**

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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 England and Wales and you can bring legal proceedings in respect of the products in the English and Welsh Courts.

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## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in these Terms.

#### **App**

means the Electronic Medical Report application, version [VERSION].

#### **Charges**

the charges payable by us to you for completing an Instruction.

#### **Client**

means a client of ours who requests an Instruction.

#### **Commencement Date**

has the meaning given in clause 4.

#### **Contract**

means the contract between us and you for your use of the App, in accordance with these Terms.

#### **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate, technical and organisational measures**

as defined in the Data Protection Legislation.

#### **Data Protection Legislation**

means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party to the Contract relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

#### **Deliverables**

means each medical report and any data contained in each such report, created by you, your agents or employees through the App.

#### **Intellectual Property Rights**

patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

#### **Instruction**

means a new instruction to provide the Deliverables through the App, as set out in an email from us to you from time to time.

#### **Licence Fees**

Means any charges applied to you by us

#### **Privacy Policy**

means the privacy policy of MediData Exchange Limited, as amended from time to time.

#### **Services**

means the service you connect to via the App and the content we provide to you through it.

#### **Terms**

means these terms and conditions, as amended from time to time.

#### **UK Data Protection Legislation**

means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

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Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. These terms**

- 2.1. These Terms apply to us making the App available to you and your use of the App, including but not limited to when providing the Deliverables.
- 2.2. Please read these Terms carefully before you download the App. These Terms tell you who we are, how we will provide the App to you, your obligations, how you and we may change or end the Contract, what to do if there is a problem and other important information.
- 2.3. These Terms constitute the entire agreement between us in relation to your use of the App. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

## **3. Information about us and how to contact us**

- 3.1. We are MediData Exchange Limited a company limited by shares registered in England and Wales. Our company registration number is 09481183 and our registered office is at Ty Derw, Lime Tree Court Mulberry Drive, Cardiff Gate Business Park, Pontprennau, Cardiff, Wales, CF23 8AB, United Kingdom. Our registered VAT number is 272368684.
- 3.2. **How to contact us.** You can contact us by telephoning us at +447770788110 or by sending us an email to [admin@medi2data.org](mailto:admin@medi2data.org).
- 3.3. **How we may contact you.** If we have to contact you we will do so by telephone or sending you an email to the email address or by writing to you at the postal address you most recently provided to us.

## **4. Our contract with you**

The Contract will come into existence between you and us upon you indicating your acceptance to the Terms by selecting the tick box below ("**Commencement Date**").

## **5. Providing the App**

- 5.1. We will make the App available for download by you as soon as you have accepted the Terms and, subject to these Terms, we will make the App available to you until the Contract ends in accordance with clause 8 of these Terms.
- 5.2. We reserve the right to amend the specification of the App if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the App. We may update or require you to update the App, provided that the App shall always match the specification of it that we provided to you before you downloaded it.
- 5.3. We may have to suspend the App to:
  - 5.3.1. deal with technical problems or make minor technical changes to the App;
  - 5.3.2. update the App to reflect changes in relevant laws and regulatory requirements.
- 5.4. If the App is unavailable due to 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.
- 5.5. We are not obliged to continue to provide the App or the Services. We may withdraw access to and use of the App and the Services at any time by notice in writing to you without liability or fault on our part.

## **6. Your obligations**

- 6.1. From the Commencement Date and for the duration of the Contract, you shall, complete any Instruction you receive through the App in accordance with the terms of the Contract.
- 6.2. You shall meet any performance dates for completing the Instruction as specified in the Instruction and time is of the essence in relation to any of these performance dates.
- 6.3. It is your responsibility to ensure that:

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- 6.3.1. you co-operate with us in all matters relating to the App,
  - 6.3.2. you comply with all Instructions;
  - 6.3.3. you complete any Instruction with all reasonable care, skill and diligence in accordance with best practice in your industry, profession or trade;
  - 6.3.4. the Deliverables shall be fit for the purpose for which they are created;
  - 6.3.5. you provide us with such information we may reasonably require in order to make the App available to you, and ensure that such information is complete and accurate in all material respects at all times;
  - 6.3.6. you obtain and maintain all necessary licences, permissions and consents which may be required to use the App and to provide the Deliverables;
  - 6.3.7. you shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the use of the App and to producing the Deliverables; and
  - 6.3.8. you shall not do or omit to do anything which may cause us to lose any licence, authority, consent or permission on which we rely for the purpose of conducting our business.
- 6.4. If our ability to make the App available to you is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.3 (**Your Default**):
- 6.4.1. we will be entitled to withdraw the availability of the App until you remedy Your Default; and
  - 6.4.2. we will not be responsible for any costs or losses you or others sustain or incur arising directly or indirectly from our failure to make the App available.

## 7. Data Protection

- 7.1. Both you and us will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 7.2. We will only use your Personal Data in accordance with our Privacy Policy which can be accessed here.
- 7.3. Both you and we acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and we are the Processor of any Personal Data processed as a result of your use of the App and you providing the Deliverables.
- 7.4. Without prejudice to the generality of clause 7.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us and/or lawful collection of the Personal Data by us or on your behalf for the duration of and for the purposes of this Contract.
- 7.5. Without prejudice to the generality of clause 7.1, we shall, in relation to any Personal Data processed by us in connection with your use of the App and providing the Deliverables under this Contract:
  - 7.5.1. process that Personal Data only on the documented instructions of you unless we are required by Applicable Laws to otherwise process such Personal Data. Where we are relying on Applicable Laws as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from notifying you;
  - 7.5.2. ensure we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);



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- 7.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 7.5.4. not transfer any Personal Data outside of the European Economic Area unless we obtain your prior written consent and the following conditions are fulfilled:
    - (a) we or you have provided appropriate safeguards in relation to the transfer;
    - (b) the data subject has enforceable rights and effective legal remedies;
    - (c) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - (d) we comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
  - 7.5.5. assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 7.5.6. notify you without undue delay on becoming aware of a Personal Data Breach;
  - 7.5.7. at your written direction, delete or return Personal Data and copies thereof to you on termination of the Contract unless required by Applicable Law to store the Personal Data; and
  - 7.5.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 7.
- 7.6. You consent to us appointing a third-party processor of Personal Data under this Contract. We confirm that we have entered, or (as the case may be), will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 7 and in either case reflect and will continue to reflect the requirements of the Data Protection Legislation. As between us and you, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 7.6.
- 7.7. You acknowledge that we are reliant on you for direction as to the extent we are entitled to use and process the Personal Data processed as a result of your use of the App and you providing the Deliverables. Consequently, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with the breach of the Data Protection Legislation by you, your employees or agents to the extent that such liabilities, costs, expenses, damages and losses arise as a result of instructions received from you or your use of the App.

## **8. Termination**

- 8.1. If you wish to end the Contract for any reason set out below the Contract will end immediately. The reasons are:
- 8.1.1. we have told you about an upcoming change to the App or these terms which you do not agree to; or
  - 8.1.2. we have told you about an error in the specification of the App and you do not wish to proceed.
- 8.2. To end the Contract with us, please let us know by emailing us at [admin@medi2data.org](mailto:admin@medi2data.org).
- 8.3. Without affecting any other right to remedy available to us, we may end the Contract at any time by notice in writing to you:
- 8.3.1. if you commit a material breach of any term of this Contract and (if such breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so; or
  - 8.3.2. because of Your Default;
  - 8.3.3. we suspend or cease carrying on all or a substantial part of our business;
  - 8.3.4. if we suffer an insolvency event including but not limited to us suspending payment of our debts or being unable to pay our debts as they fall due or are deemed unable to pay our debts within the meaning of section 123 of the Insolvency Act 1986; a petition is filed, a notice is given, a

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resolution is passed or an order is made, for or in connection with our winding up; or a receiver is appointed over all or any of our assets; or

8.3.5. if we wish to stop providing the Services and/or the App for any reason.

8.4. If we end the Contract pursuant to this clause 8, we will use our reasonable endeavours (wherever possible) to write to you to let you know that we are going to withdraw the availability of the App in advance of doing so but we accept no liability to you for failing to do so.

8.5. Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

8.6. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## **9. Intellectual Property**

9.1. All Intellectual Property Rights in the App shall be owned by us.

9.2. We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Contract to use the App. You may not sub-licence, assign or otherwise transfer the rights granted in this clause 9.2.

9.3. You agree to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of this Contract for the purpose of providing the App to you.

## **10. Charges and payment**

10.1. Subject to clause 10.2, we will provide the App to you free of charge.

10.2. We reserve the right to charge for the use of the App at any time during the Contract, upon written notification to you of the charges payable.

10.3. The Charges payable to you for completing an Instruction shall be set out in the Instruction and shall be the full and exclusive remuneration of you for completing an Instruction. The Charges shall include every cost and expense you incur in connection with completing an Instruction.

10.4. In consideration of the supply of the Deliverables by you, we shall pay the sum due for each of the Instructions completed in the previous month on the [DAY] to a bank account nominated in writing by you to us. For the avoidance of doubt, we shall not be obliged to pay the Charges until we have received notification from you of the bank account to which the Charges shall be paid.

10.5. The Charges payable to you are subject to, and conditional on, payment to us from the Client who requested the Instruction.

10.6. You and we agree that the App shall maintain complete and accurate records of the Instructions completed by you.

## **11. Limitation of liability**

11.1. Nothing in these terms shall limit or exclude yours and our liability for:

11.1.1. death or personal injury caused by our negligence;

11.1.2. fraud or fraudulent misrepresentation; or

11.1.3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2. Subject to clause 11.1:

11.2.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Contract or any other contract between us for:

(a) loss of profit;

(b) loss of agreements or contracts;

(c) loss of use or corruption of software, data or information; and

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(d) any indirect or consequential loss.

11.2.2. our total liability to you for all other losses arising under or in connection with this Contract and any other contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £[1,000,000].

11.3. This clause 11 will survive termination of the Contract.

## **12. Indemnity**

12.1. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

12.1.1. your breach or negligent performance or non-performance of this Contract;

12.1.2. any claim made against us by a Client or such other third party arising out of, or in connection with, your use of the App and the Deliverables, to the extent such claim arises out of the breach, negligent performance or failure or delay in providing the Deliverables and your use of the App in accordance with the terms of this Contract.

12.2. This clause 12 shall survive termination of the Contract.

## **13. Confidentiality**

13.1. You undertake that you will not at any time, disclose to any person any confidential information concerning our business, affairs, customers, Clients or supplier, except as permitted by clause 13.2.

13.2. You may disclose the confidential information:

13.2.1. to such of your employees, officers and representatives who need to know such information for the purpose of carrying out your respective obligations under the Contract or to use the App. You will ensure that such employees, officers and representatives comply with this clause 13;

13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. You may only use the confidential information for the purpose of using the App and for fulfilling your respective obligations under the Contract.

## **14. Communication between us**

14.1. When we use the words "writing" or "written" in these terms, this includes emails.

14.2. Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and sent by pre-paid first-class post or other next working day delivery service, or by email.

14.3. A notice or other communication is deemed to have been received:

14.3.1. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

14.3.2. if sent by email, at 9.00 am the next working day after transmission.

14.4. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee last notified to us by you.

## **15. Other important terms**

15.1. Neither of you or us shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one month, you or us (as the non-affected party) may terminate the Contract by giving 14 days' written notice to the other.

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- 15.2. 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.
- 15.3. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.4. Any variation of these Terms only has effect if in writing and signed by you and us (or our respective authorised representatives).
- 15.5. This Contract is between you and us. This Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 15.6. Each of the paragraphs of the 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.
- 15.7. If we do not insist immediately that you do anything you are required to do under the Terms, or if we delay in taking steps against you in respect of your breaching 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. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.8. Any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

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## MEDIDATA EXCHANGE LIMITED – PRIVACY POLICY

### 1. Introduction to this Policy

- 1.1. This privacy policy (“**Policy**”) relates to:
- 1.1.1. the website at [www.medi2data.com](http://www.medi2data.com), any subdomain or any such related website and/or mobile application for such website (together the “**Website**”);
  - 1.1.2. the Electronic Reporting Monitoring mobile application (“**App**”);
  - 1.1.3. once you have downloaded or streamed a copy of the App, your use of the App through your mobile telephone or handheld device; and
  - 1.1.4. the service you connect to via the App (“**Services**”).
- 1.2. You should read this Policy carefully as it contains important information about how we will use your Information (as defined below in clause 3.1). In certain circumstances (see below) you will be required to indicate your consent to the processing of your Information as set out in this Policy when you first submit such Information to or through the Website or the App. For further information about consent see clause 6 below.
- 1.3. We may update this Policy from time to time in accordance with clause 16 below. This Policy was last updated on [25<sup>th</sup> October] 2018.

### 2. About us

- 2.1. The terms “**MediData**” or “**us**” or “**we**” refer to MediData Exchange Limited. We are a company limited by shares registered in England and Wales under company number 09481183 whose registered office is at Ty Derw, Lime Tree Court, Cardiff Business Gate, Cardiff, CF23 8AB, Wales, United Kingdom. The term “**you**” refers to the individual accessing and/or submitting Information to the Website or the App.
- 2.2. We, as the Data Controller, can be contacted via our representative, Dr Michael Brooks, Chief Product and Data Officer via email on [Michael.Brooks@medi2data.org](mailto:Michael.Brooks@medi2data.org) or post at Rm157, Glyndwr Building, Singleton Park, Swansea University, Swansea, SA2 8PP. We, as the Data Controller as responsible for, and control the processing of your Personal Data in accordance with the General Data Protection Regulation 2016/679 (“**GDPR**”) and the Data Protection Act 2018 (“**DPA**”) and all applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy. “**Personal Data**” means any information that identifies or makes identifiable a natural (living) individual.

### 3. Information we may collect about you

- 3.1. When you use the Website, the App and/or when you otherwise deal with us we may collect, use and store the following information about you (“**Information**”):
- 3.1.1. personal information including first and last name, date of birth, title, photograph and/or likeness;
  - 3.1.2. contact information including current residential address, primary email address and/or primary phone number;
  - 3.1.3. technical information including IP address, operating system, browser type and related information regarding the device you used to visit the Website or the App, the length of your visit and your interactions with the Website or App;
  - 3.1.4. information obtained through forms completed by you on the Website, or the App, including information you provide when you register to use the App, download the App, subscribe to any of the Services or when you report any problem with the App or our Services;
  - 3.1.5. details of your use of our App including, but not limited to, traffic data and other communication data;
  - 3.1.6. marketing data, including your preferences in receiving marketing from us;
  - 3.1.7. information obtained through our correspondence and monitoring in accordance with clause 3.2 below; and

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- 3.1.8. details of any enquiries made by you through the Website or the App, together with details relating to subsequent correspondence (if applicable).
- 3.2. If you are an individual, and any Personal Data relating to your health or medical records (“**Special Category Data**”) will be processed in the App, please note that we will be processing this data as a Data Processor on behalf of a Data Controller, where “Data Processor” and “Data Controller” are as defined in the GDPR. The processing of this Special Category Data will not be subject to this Policy and you will need to review the contents of the Data Controller’s privacy policy in respect of the processing of this Special Category Data. We have data processing agreements in place with relevant Data Controllers.
- 3.3. We may monitor your use of the Website or the App through ‘cookies’ and similar tracking technologies. We may also monitor traffic, location and other data and information about users of the Website or the App. Such data and information, to the extent that you are individually identifiable from it, shall constitute Information as defined above. However, some of this data will be aggregated or statistical, which means that we will not be able to identify you individually. See clause 15 below for further information on our use of cookies.
- 3.4. [Occasionally we may receive information about you from other sources, for example any [INSERT] you connect with through the Website or the App, or from any third-party websites and applications that integrate or communicate with the Website or the App in relation to you. If so, we will add this information to the Information we already hold about you in order to help us carry out the activities listed below.]

#### **4. How long we keep your Information**

- 4.1. Subject to clause 4.5, we will keep your Information only for the purposes set out in the table below (see clause 5).
- 4.2. We will only retain your Personal Data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purpose of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your Personal Data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect of our relationship with you.
- 4.3. Where we hold the Information based on your express consent and have no other legal basis for holding your Information, we will hold it until consent is withdrawn.
- 4.4. In some circumstances you can ask us to delete your Personal Data, see clause 12 below for further Information.

#### **5. Legal basis for processing your information**

- 5.1. In accordance with the GDPR/DPA we may only process your Information if we have a “legal basis” (i.e. a legally permitted reason) for doing so. For the purposes of this Policy, our legal basis for processing your Information is set out in the table below.

<b>Why we will process your Information</b>	<b>The legal basis for which is...</b>
To register the App and register you as a new App user.	This is necessary for the performance of the contract between us and Information is processed to enable us to provide the Services to you.
To operate, administer, correspond and provide the Services to you.	This is necessary for the performance of the contract between us and Information is processed to enable us to provide the Services to you.
To administer and protect our business and the App including troubleshooting, data analysis and system testing.	This is necessary for the legitimate interests we pursue for running our business, provision of administration and network security.

<p>To manage our relationship with you including notifying you of any changes to the App or any Services.</p>	<p>This is necessary for the performance of the contract between us and Information is processed to enable us to provide the Services to our users.</p> <p>Outside of such, this processing is necessary for the legitimate interests we pursue to keep records up to date and to analyse how users use our Services, subject to you raising an objection under clause 12.6, requiring us to check that our interest in the processing is not overridden by the resulting risk to your rights and freedoms.</p> <p>This is also necessary for us to comply with our legal obligations, including obligations to inform you of any changes to our terms and conditions for the App or Services.</p>
<p>To investigate and address any comments, queries or complaints made by you regarding your use of the App or the Services provided by us.</p>	<p>This is necessary for the performance of the contract between us and Information is processed to enable us to provide Services to our users. Outside of this, such processing is necessary for the legitimate interests we pursue of running our business and is subject to your rights in clause 12.</p>
<p>Where required by (but not limited to) any request or order from law enforcement agencies and/or HMRC in connection with any investigations to help prevent unlawful activity.</p>	<p>This is necessary to comply with our legal obligations, including obligations relating to the protection of Personal Data.</p>
<p>To operate, administer, maintain and provide, analyse and improve the Website, App and the Services.</p> <p>To ensure that content from the Website and App is presented in the most effective manner for you and your device.</p> <p>To conduct research, statistical analysis and behavioural analysis (including anonymizing data for these purposes).</p> <p>To provide insights based on aggregated, anonymous data collected through the research and analysis.</p> <p>To notify you about changes to the Website or the App.</p> <p>To allow you to participate in interactive features of the Website or the App, including inputting information.</p>	<p>This processing is necessary for the legitimate interests we pursue of running our business and is subject to your rights in clause 12.</p>

<p>To contact you for marketing purposes, including to deliver content and advertisements to you and to make recommendations to you about services which may interest you (see 'Marketing and Opting Out' in clause 7 below)</p>	<p>We send out marketing communications based on our legitimate interests of providing our business and keeping people informed about the services we offer. The method of communication may vary as set out below:</p> <ul style="list-style-type: none"> <li>• we may send you information via post or, if you are dealing with us on behalf of a limited company or LLP, to your corporate email address;</li> <li>• we will only contact you via your personal email address if: <ul style="list-style-type: none"> <li>(i) you have given your consent (see 'Marketing and opting out' in clause 7 below); or</li> <li>(ii) you have previously bought services from us and we are contacting you to let you know about similar goods and services that we offer (see 'Marketing and opting out' in clause 7 below).</li> </ul> </li> </ul> <p>You have the right at any time to let us know that you no longer wish to receive marketing communications from us.</p>
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## 6. Your consent to processing

- 6.1. As noted above, you will be required to give consent to certain processing activities before we can process your Information as set out in this Policy. Where applicable, we will seek this consent from you when you first submit Information to or through the Website or the App.
- 6.2. If you have previously given consent, you may freely withdraw such consent at any time. You can do this through the 'My Account' section of the App or by notifying us in writing (see clause 19 below).
- 6.3. If you withdraw your consent, and if we do not have another legal basis for processing your information (see clause 5 above), then we will stop processing your Information. If we do have another legal basis for processing your information then we may continue to do so subject to your legal rights (for which see clause 12 below).
- 6.4. Please note that if we need to process your Information in order to operate the Website, the App and/or provide our services, and you object or do not consent to us processing your Information, the Website, the App and/or those services may not be available to you.

## 7. Marketing and opting out

- 7.1. Where you are dealing with us on behalf of a limited company or LLP, for business purposes, then we may contact you by email to your corporate email address about similar or related products that we offer. If you prefer not to receive any direct marketing communications from us, or you no longer wish to receive them, you can opt out at any time (see below).
- 7.2. Where you have previously ordered services from us we may contact you by telephone, email and post about similar or related services and promotions that may be of interest to you. We will inform you if we intend to use your data for such purposes and give you the opportunity to opt-out of receiving such information from us. In addition, and if you have given permission, we may also contact you by telephone, email about our other products, services, promotions and special offers that may be of interest to you. We will inform you (before collecting your data) and seek your permission if we intend to use your data for such additional marketing purposes. If you prefer not to receive any direct marketing communications from us, or you no longer wish to receive them, you can opt out at any time (see below).
- 7.3. If you have given permission, we may contact you by post, telephone and email to provide information about products, services, promotions and other information we think may be of interest to you. We will inform you (before collecting your data) if we intend to use your data for such purposes. If you would rather not receive such marketing information from us, or you no longer wish to receive it, you can opt out at any time (see below).



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- 7.4. We will get your express opt-in consent before we share your personal data with any third party for marketing purposes.
- 7.5. You have the right at any time to ask us, or any third party, to stop processing your information for direct marketing purposes. If you wish to exercise this right, you should contact us by sending an email to [admin@medi2data.org](mailto:admin@medi2data.org), or contact the relevant third party using their given contact details, giving us or them enough information to identify you and deal with your request. Alternatively, you can log onto the “My Account” setting of the App and check or uncheck relevant boxes to adjust your marketing preferences or follow the unsubscribe instructions in emails you receive from us or them.

## **8. Disclosure of your information**

### **8.1. We may disclose your Information (including Personal Data):**

- 8.1.1. to other companies within our group of companies (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006);
- 8.1.2. to our business partners, service providers, professional advisers or third-party contractors to enable them to undertake services for us and/or on our behalf (and we will ensure they have appropriate measures in place to protect your Information);
- 8.1.3. to any prospective buyer or seller (and their representatives) in the event that we sell or buy any business or assets;
- 8.1.4. if we are under a duty to disclose or share Personal Data in order to comply with any legal obligation, including (but not limited to) any request or order from law enforcement agencies and/or HMRC in connection with any investigation to help prevent unlawful activity; and
- 8.1.5. to other third parties if you have specifically consented to us doing so.
- 8.2. We may disclose aggregated, anonymous information (i.e. information from which you cannot be personally identified), or insights based on such anonymous information, to selected third parties, including (without limitation) analytics and search engine providers to assist us in the improvement and optimisation of the Website and App. In such circumstances we do not disclose any information which can identify you personally.
- 8.3. If our whole business is sold or integrated with another business your Information may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

## **9. Keeping your Information secure**

- 9.1. We will use technical and organisational measures in accordance with good industry practice to safeguard your Information, including the use of data encryption.
- 9.2. All Information you provide to us is stored on our secure servers in the United Kingdom. Where we have given you (or where you have chosen) a password that enables you to access the App, you are responsible for keeping this password confidential. Please do not share this password with anyone.
- 9.3. While we will use all reasonable efforts to safeguard your Information, you acknowledge that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any Information that is transferred from you or to you via the Internet.

## **10. Overseas transfers**

We do not transfer your personal data outside the European Economic Area (“EEA”).

## **11. Information about other individuals**

If you give us information on behalf of a third party, you confirm that the third party has appointed you to act on his/her/their behalf and has agreed that you can: give consent on his/her/their behalf to the processing of his/her/their Information; receive on his/her/their behalf any data protection notices.

## **12. Your rights and duty to inform us of changes**

If you are an individual, this section sets out your legal rights in respect of any of your Personal Data that we are holding and/or processing. If you wish to exercise any of your legal rights you should put

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your request in writing to us (using our contact details in clause 19 below) giving us enough information to identify you and respond to your request.

- 12.1. You have the right to request access to information about Personal Data that we may hold and/or process about you (commonly known as a “data subject access request”), including: whether or not we are holding and/or processing your Personal Data; the extent of the Personal Data we are holding; and the purposes and extent of the processing.
- 12.2. You have the right to have any inaccurate or incomplete information we hold about you be corrected and/or updated. If any of the Information that you have provided changes, or if you become aware of any inaccuracies in such Information, please let us know in writing giving us enough information deal with the change or correction. It is important that the Information we hold about you is accurate and current. Please keep us informed if your Information changes during our relationship with you.
- 12.3. You have the right in certain circumstances to request that we delete all Personal Data we hold about you (the ‘right of erasure’). Please note that this right of erasure is not available in all circumstances, for example where we need to retain the Personal Data for legal compliance purposes. If this is the case, we will let you know.
- 12.4. You have the right in certain circumstances to request that we restrict the processing of your Personal Data, for example where the Personal Data is inaccurate or where you have objected to the processing (see clause 12.6 below).
- 12.5. You have the right to request a copy of the Personal Data we hold about you and to have it provided in a structured format suitable for you to be able to transfer it to a different data controller (the ‘right to data portability’). Please note that the right to data portability is only available in some circumstances, for example where the processing is carried out by automated means. If you request the right to data portability and it is not available to you, we will let you know.
- 12.6. You have the right in certain circumstances to object to the processing of your Personal Data. If so, we shall stop processing your Personal Data unless we can demonstrate sufficient and compelling legitimate grounds for continuing the processing which override your own interests. If, as a result of your circumstances, you do not have the right to object to such processing then we will let you know.
- 12.7. You have the right in certain circumstances not to be subject to a decision based solely on automated processing, for example where a computer algorithm (rather than a person) makes decisions which affect your contractual rights. Please note that this right is not available in all circumstances. If you request this right and it is not available to you, we will let you know.
- 12.8. You have the right to object to direct marketing, for which see clause 7.5 above.

### **13. Accessing personal data**

- 13.1. You will not have to pay a fee to access your Personal Data (or to exercise any of the other rights in clause 12). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive.
- 13.2. We may need to request specific information from you to help us to confirm your identity to ensure your right to access your Personal Data. This is a security measure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 13.3. We try to respond to all legitimate requests within one month. Occasionally, it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

### **14. Complaints**

If you have any concerns about how we collect or process your Information then you have the right to lodge a complaint with a supervisory authority, which for the UK is the UK Information Commissioner’s Office (“ICO”). Complaints can be submitted to the ICO through the ICO helpline by calling 0303 123 1113. Further information about reporting concerns to the ICO is available at <https://ico.org.uk/concerns/>.

### **15. ‘Cookies’ and related software**

- 15.1. Our software may issue ‘cookies’ (small text files) to your device when you access and use the Website or the App. Cookies do not affect your privacy and security since a cookie cannot read data off your system or read cookie files created by other sites.

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15.2. Our Website and App use cookies and other tracking and monitoring software to: distinguish our users from one another; collect standard Internet log information; and to collect visitor behaviour information. The information is used to track user interactions with the Website and the App and allows us to provide you with a good experience when you access the Website or the App, helps us to improve our Website, App and Services, and allows us to compile statistical reports on visitors and activity of the Website and App.

15.3. You can set your system not to accept cookies if you wish (for example by changing your browser settings so cookies are not accepted), however please note that some of our Website or App features may not function if you remove cookies from your system. For further general information about cookies please visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

## **16. Changes to this Policy**

16.1. We keep this Policy under regular review and may change it from time to time. If we change this Policy we will post the changes on this page, and where appropriate when you next start the App, so that you may be aware of the Information we collect and how we use it at all times. You are responsible for ensuring that you are aware of the most recent version this Policy as it will apply each time you access the Website or the App.

## **17. Links to other websites**

17.1. Our Website may contain links to other websites. This Policy only applies to our Website. If you access links to other websites any Information you provide to them will be subject to the privacy policies of those other websites.

17.2. We have no control over third party websites or systems and accept no legal responsibility for any content, material or information contained in them. Your use of third-party sites or systems will be governed by the terms and conditions of that third party. It is your responsibility to ensure you are happy with such third-party terms and conditions.

17.3. The display of any hyperlink and/or reference to any third-party website, system, product or service does not mean that we endorse that third party's website, products or services and any reliance you place on such hyperlink, reference or advert is done at your own risk.

## **18. Accessibility**

This Policy aims to provide you with all relevant details about how we process your Information in a concise, transparent, intelligible and easily accessible form, using clear and plain language. If you have any difficulty in reading or understanding this Policy, or if you would like this Policy in another format (for example audio, large print or braille), please get in touch with us.

## **19. Contact us**

We welcome your feedback and questions on this Policy. If you wish to contact us, please email us at [admin@medi2data.org](mailto:admin@medi2data.org) or call on +447770788110.