

## GENERAL TERMS AND CONDITIONS FOR THE TM3 HEALTHCODE MODULE

### GENERAL

1. TM3's Healthcode module operates by integrating with the Healthcode VEDA® e-medical billing system. This allows invoices to be sent to insurers who work with the Healthcode system and remittances to be received electronically by those insurers who offer this service via Healthcode. Details of this system can be found on the Healthcode website below:

<http://www.healthcode.co.uk/solutions/online-medical-billing/integrated-e-medical-billing.html>

2. Use of this system requires you to be registered with Healthcode which is subject to the terms and conditions set out at:

<http://www.healthcode.co.uk/terms-and-conditions.html>

3. To register with Healthcode you must contact Healthcode directly and this registration is outside of the control of Blue Zinc.

### DISCLAIMER AND LIMITATION OF LIABILITY

4. The TM3 Healthcode module is provided on an as-is basis and, other than stated above, use of the TM3 Healthcode module and Healthcode products and services is done entirely at your own risk. Blue Zinc exclude all representations and warranties about the accuracy, reliability, completeness or timeliness of any information in Healthcode products and services to the maximum extent allowed by law.

5. Blue Zinc will not be liable for any losses, costs, claims, demands, damages and expenses (each whether direct or indirect) resulting from any unavailability of TM3 and/or Healthcode products and services or any corruption (including, without limitation, infection, viruses, worms, trojan horses or other code that manifest contaminating or destructive properties) or loss of data you may suffer. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to Healthcode products and services for the reconstruction of any lost data. Furthermore although TM3 and Healthcode are reliable services, as use of the TM3 Healthcode module is dependent upon a 3<sup>rd</sup> party (Healthcode) Blue Zinc does not guarantee that any particular invoice will be delivered, the time it may take to deliver the invoice, that any particular remittance will be received or the time it will take to receive the remittance.

### TERM AND PAYMENT

6. The term is monthly renewing automatically at the end of each month unless terminated as set out below.

7. You agree to pay Blue Zinc the cost of all applicable Healthcode charges using your account by monthly Direct Debit at the rates noted below, or the current agreed rate. Direct Debits are collected on or around the 15th of each month. Monthly itemised statements are not included in the pricing of TM3's Healthcode module. If you require a statement, there will be a small charge to produce this.

8. Blue Zinc IT reserve the right to change the cost by giving 1 month's notice by email.

### TERMINATION AND SUSPENSION OF USE



9. To cancel your use of the TM3 Healthcode module, please contact us in writing and we will stop your service on the date you request. You will be billed for any outstanding charges at the following billing date.

10. We reserve the right, in our sole reasonable discretion, to immediately terminate your access to TM3's Healthcode module without notice if in our sole discretion we believe you or your user(s) have breached these Terms and Conditions and/or are threatening the security and/or integrity of TM3 and/or Healthcode products and services through your use of the system.

11. In the event of non-payment of an overdue invoice by you, we reserve the right to suspend the service immediately until payment is made in full.

#### **HEALTHCODE CHARGE BANDS**

As of January 2013, the standard charging bands for the TM3 Healthcode module (including eRemit remittance service) are as follows:

<b>Band (total monthly invoice amount)</b>	<b>Percentage Charged</b>
£0 - £3000/month	0.75
£3001 - £10,000	0.55
£10,001 - £50,000	0.40
£50,001 +	0.30