

## MEDSONTRACK MOBILE APP TERMS OF USE

### PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING IN THE "ACCEPT" CHECK BOX HERE YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

I ACCEPT

### WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, MedsOnTrack Limited, of 20 Sunningdale Close, Stanmore, England, HA7 3QL license you to use:

- The “MedsOnTrack” mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it;
- The related online or electronic documentation (**Documentation**); and
- The medications recording and management system you connect to via the App and the content we provide to you through it (**Service**);

as permitted in these terms. Without a subscription (**Subscription**) to the Service this App will not work properly.

### YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy and according to individual client arrangement

Please be aware that mobile and 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.

### ADDITIONAL TERMS

In addition, please note that your use of the App is dependent upon us granting a Subscription to use the MedsOnTrack application software to you or someone who has allowed you the benefit of that subscription such as your employer or a sports club which engages you as a doctor or physician. The terms of that Subscription (**Subscription Terms**) will govern and restrict your use of the App.

### APP STORE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the rules and policies of [Apple's App Store](#), [Apple's iTunes Store](#) or [Google's Play Store](#) and those rules and policies will apply (as appropriate depending upon from which store you downloaded the App) instead of these terms where there are differences between the two.

## **OPERATING SYSTEM REQUIREMENTS**

This app requires a mobile telephone or handheld device with sufficient available memory to run the app and to save cached temporary data, and iOS 10 or Android Nougat or later operating systems.

## **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 contact us at [info@MedsOnTrack.com](mailto:info@MedsOnTrack.com)

**Contacting us (including with complaints).** If you think the App or the Services are faulty or mis-described or wish to contact us for any other reason please email our customer service team at [info@medsontrack.com](mailto:info@medsontrack.com) or call on +44 (0)20 3384 1419.

**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, 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 mobile telephone or handheld devices and view, use and display the App and the Service on such devices for your business purposes only connected to the main subscription.
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the Licence Restrictions below, 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 TO ACCEPT THESE TERMS AND USE THE APP**

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

## **YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App and the Service as set out above in the How You May Use the App section in accordance with the Subscription. You may not 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 give you at least 15 days' notice of any change by sending you an SMS with details of the change or 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. This will not affect the Subscription which will continue subject to the Subscription 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. You may still use the Services via a browser subject to the Subscription Terms.

We will endeavour to ensure the App will always 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 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. Alternatively, the person who takes out the Subscription might give you the phone or other device with the App installed. 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.

#### **WE MAY COLLECT LOCATION DATA (BUT YOU WILL HAVE CONTROL OVER LOCATION SERVICES)**

The Services may in the future make use of location data sent from your devices. If this is implemented, you will be notified in advance, and will have the opportunity to accept or decline use of location services before they are applied on your device. 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 these Services, 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 and road traffic-based products and services.

#### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES**

The App or any Service may contain links to other websites which are not provided by us, such as the World Anti-Doping Agency or pharmaceutical companies or their distributors. Such 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 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;
- 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 content or material via the App;
- 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 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 responsible to you for loss of profits.** If we fail to comply with these terms, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Our maximum liability will be to the person who took out the subscription for the Services and if that is not you, then you should discuss this with that person.

**Limitations to the App and the Services.** The App and the Services are provided for general information and medication management purposes only. They do not offer advice on which you should rely. You must rely upon your own knowledge and expertise or 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.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the app store site and in the Documentation) meet your requirements. If you are not the person who takes out the Subscription, please discuss this with them. Otherwise, discuss it with us.

**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 agreement 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.

#### **YOUR RIGHT TO USE THE APP AND THE SERVICES ENDS WHEN THE SUBSCRIPTION ENDS.**

Your use of the App and Services is subject to there being a current Subscription. If the Subscription ends or is not renewed for whatever reason, your right to use the App and the Services will automatically end.

#### **WHAT HAPPENS AT THE END.**

If your right to use the App and Services ends then:

- 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 this agreement.

#### **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 for any parties who are not subject to this agreement.

**IF A COURT FINDS PART OF THIS AGREEMENT 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 AGREEMENT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this agreement, 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 agreement, 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 AGREEMENT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you can bring legal proceedings in respect of the App and the Services in the English courts.