

The following forms a binding agreement between ICNH Ltd trading as DrDoctor (“DrDoctor”, “We”) and You. “You” means you as an individual. Or, if you represent an organisation, then “You” means that organisation. In the case that you represent an organisation, then you warrant that you are authorised to enter into the agreement on its behalf.

Scope

DrDoctor will provide You with a trial licence to use QuickStart Video (the “Service”) (details at www.drdoctor.co.uk/quick-start-video). No other licences are included in the scope of this agreement.

The intended use of the platform is for evaluating holding video consultations in a medical setting either between practitioners and patients, or between practitioners about a patient.

DrDoctor may make changes to the agreement or the Service where DrDoctor assesses such changes are necessary or desirable. You will be notified of any material changes in terms.

Responsibilities

You expressly understand and agree that you, and not DrDoctor, are solely liable for any use of QuickStart Video, including any medical information, advice, consultation, or any other use of the Service.

DrDoctor will set up your organisation on the DrDoctor platform (manage.drdoctor.co.uk) and will provide accounts for named individuals at your organisation. Support for admin teams and users can be reached by contacting support@drdoctor.co.uk or via live chat built into the platform.

You acknowledge you are responsible for complying with all applicable laws and regulations when using the platform.

For the avoidance of doubt, You may under no circumstances (i) misuse the Service by interfering with its normal operation, or attempting to access it using a method other than through the interfaces and instructions that we provide, (ii) share your account with someone else or give someone else access to you credentials, (iii) use the Service for purposes other than that outlined in this agreement, (iv) access the Service for competitive intelligence or for any other competitive purposes, (v) reverse engineer the Service, or assist anyone else to do so, (vi) resell, lease or otherwise transfer any rights to use the Service or (vii) try to circumvent any of the technical or restrictions to use the Service or security measures protecting the Service.

Licences and Fees

This agreement grants You a licence free-of-charge to use the DrDoctor QuickStart Video for the duration of the Term.

You will also be credited with up to £15.00 per month to cover the cost of consumables associated with the use of the Service. Consumables are as follows and will be deducted from your credit each month:

- Video service: £0.01 per minute
- SMS messages: £0.019 per fragment

At the end of the Term or if you exceed the credit, You will be liable to purchase additional licences and consumables if you wish to keep using the Service.

There are no other consumables or implementation services in scope.

Term

The Term (and licence to use the DrDoctor platform for QuickStart Video) shall commence from the time an account is created for named individual(s) at your organisation, and will end at the earliest of:

- Six months from commencement of this agreement, or;
- When You reach the £90 credit available over that time period

You or DrDoctor can terminate the agreement with immediate effect at any time and without cause by notifying the other in writing.

Liability

You expressly understand and agree that DrDoctor shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if DrDoctor has been advised of the possibility of such damages), incurred by You or any third party arising from their access to, or use of this Service, resulting from:

- The use or the inability to use the Service;
- The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
- Statements or conduct of any third party on the Service;
- Any other matter relating to The Service.

Under no circumstances will DrDoctor be liable for any treatment or consultation taking place on the platform or any damages that you or a third party suffers resulting out of use of the platform.

Ownership

Any intellectual property in the DrDoctor services and platform (including any modifications) will be owned by DrDoctor.

You retain all intellectual property rights in: (i) your trademarks and logos; (ii) any data that you provide to us (for example in relation to patients) (this data shall be the "Trust Data"). You give us a non-exclusive, non-assignable and royalty free licence to use this intellectual property in order to provide the services to you as part of the project. We may also use Trust Data for analytic purposes in order to understand and improve our services on a perpetual basis, however this would always be anonymised data only.

We retain all intellectual property rights in: (i) the DrDoctor platform and services including any modifications; (ii) our trademarks and logos; (iii) any content generated or entered as part of the DrDoctor services (this data shall be the "New Data").

We give you a non-exclusive, non-assignable licence to use this intellectual property in order to receive the Service.

You will also not be able to copy, sublicense or transfer the software licence which we give you as part of the DrDoctor services so if anyone else needs to use the DrDoctor platform, please let us know.

Suspension

DrDoctor may in its sole discretion suspend your access to the Service, without cause and without any notice or liability, in the event of technical or security issues, or a reasonable suspicion that your use of the Service is in breach of this agreement.

Data

Data protection laws apply to any personal data processed as part of the project and each party agrees that it will comply with all applicable laws relevant to it. In relation to any such data:

Trust Data

You will be the data controller and we shall be a data processor in relation to the Trust Data. It is your responsibility to ensure that you have all relevant consents and permissions for you and us to collect and process any Trust Data as part of this project, in order to comply with relevant data protection legislation and guidance.

In relation to the Trust Data, DrDoctor agrees to:

- process the Trust Data only for the purposes of providing you with the DrDoctor services and in accordance with your instructions from time to time;
- not to modify, amend or alter the contents of the Trust Data or disclose or permit the disclosure of any of the Trust Data to any third party except to provide you with the DrDoctor service or if specifically authorised by you in writing;
- take reasonable steps to ensure the reliability of all its employees who have access to the Trust Data;
- take appropriate technical and organisational measures to protect the Trust Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- notify you if DrDoctor receives a data subject access request, complaint or request relating to your data protection obligations or any other communication relating to the processing of the Trust Data, and to provide you with full co-operation and assistance in relation to the same;

- not publish, disclose or divulge any of the Trust Data to any third party unless directed to do so in writing by you;
- ensure that only those personnel who need to have access to the Trust Data are granted access to such data and only for the purposes of providing you with the DrDoctor services and that those personnel are informed of the confidential nature of the Trust Data; and
- not to transfer the Trust Data outside of the European Economic Area without your prior written consent.

New Data

- We will both be data controllers (in common) of any New Data that is processed as part of the Project. Each of us will be responsible for ensuring our own compliance with relevant data protection laws in relation to any processing of the New Data.

If you would like any further information about how we use personal data and the steps we take to protect this data, please let us know and we can provide you with a copy of our FAQs.

Availability

DrDoctor will always strive to keep the Service available and at the highest possible level of quality. However, the Service is made available on an “as is” and “as available” basis and DrDoctor does not make any guarantees on availability or quality.

Disputes

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

You and DrDoctor irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.