

IMPORTANT NOTICE:

- **BY ORDERING, DOWNLOADING OR OTHERWISE ACCESSING THE APPS AND/OR WEBSITES, EACH USER AGREES TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND IT AND ITS EMPLOYEES (AS APPLICABLE). THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS OF LIABILITY SPECIFIED HEREIN**
- **IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, PARTNERSHIP OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE APPS AND/OR WEBSITES. IF YOU DO NOT INTEND TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE APPS AND/OR WEBSITES AND DO NOT CLICK "ACCEPT" OR OTHERWISE ASSENT TO THIS AGREEMENT.**
- **IF THE USER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT AND,**

The User should print a copy of this Agreement for future reference.



AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

"Advice"	means any and all communications, diagnosis, discharge, advice or other Services in any form provided or facilitated or administered by the Healthcare Provider through the Apps and/or Website;
"Apps and /or Websites"	means the application (IOS or Android) and/ or website, including mobile website that you are currently using and accessing and any sub-domains of these websites unless expressly excluded by their own terms and conditions;
"Content"	means all files, documents, text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored in an application (IOS or Android) or on a computer that appears on, or forms part of, the Apps and/or Websites;
"Data Protection Legislation"	means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and Data Protection Acts 1988 to 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the Ireland and then (ii) any successor legislation to the GDPR or the Data Protection Acts 1988 and 2018, as amended from time to time, and all other applicable privacy and data protection laws and regulations, as well as any guidance and/or codes of practice issued from time to time by the Data Protection Commissioner;
"Healthcare Provider(s)"	means any registered healthcare professional providing services through the Apps and/or Websites including registered General Practitioners and medical consultants;
"Imeddoc"	Imedoc Software Limited t/a "Imeddoc" a limited liability company incorporated in Ireland (registered no. 658198), whose registered office is at Suite 17, The Courtyard, Carmanhall Road, Sandyford, Dublin 18, Ireland
"Parent or Guardian"	means a parent, guardian or carer accessing the Apps and/or Website for and/or on behalf of a person under 18 years of age;
"Services"	means the service provided by the Healthcare Provider including any test, prescription or Advices;
"User"	means any patient, customer, third party, Parent or Guardian, and/or Healthcare Provider that accesses the Apps and/or Website.

1.2 Clause and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 References to clauses are to the clauses of this Agreement.
- 1.6 In the case of conflict or ambiguity between any of the provisions of this Agreement and the provisions of the existing licence agreement between Imeddoc and the Healthcare Provider (and / or its practice (as the case may be)), the provisions of this Agreement shall prevail.
- 1.7 Any phrase introduced by the terms "other", "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. THE SERVICE

- 2.1 The Healthcare Provider shall and agrees to comply with its obligations under the Data Protection Legislation.
- 2.2 Each User may access the Apps and/ or Websites from anywhere subject to Republic of Ireland and European Law and the applicable laws in your location. It is the responsibility of each User to confirm that you comply with, all applicable laws and regulations.
- 2.3 Each User acknowledges that the Apps and/or Websites are provided "as is" and on an "as available" basis.
- 2.4 Imeddoc may alter, suspend or discontinue the Apps and/or Websites (or any part of it) at any time and without notice. Imeddoc will not be liable to a User in any way if its Apps and/or Websites (or any part of it) is unavailable at any time and for any period or if the App and/or Websites is unavailable at any time.
- 2.5 Each User warrants that any information that it provides is accurate and complete.
- 2.6 Each User hereby acknowledges that the Apps and/or Websites are not suitable for any condition that should reasonably require face to face analysis, diagnosis or treatment, or urgently for a medical emergency or acute condition.
- 2.7 Imeddoc cannot and does not guarantee as User continuity of care through the Healthcare Provider.
- 2.8 Imeddoc makes no representation, warranty, or guarantee or undertaking that the Apps and/or Websites and the Service will:
- 2.8.1 meet the User's requirements;
 - 2.8.2 will be of satisfactory quality;
 - 2.8.3 be fit for a purpose;
 - 2.8.4 not infringe the rights of third parties;
 - 2.8.5 be compatible with all software and hardware; or
 - 2.8.6 that it will be secure.
- 2.9 Imeddoc takes reasonable steps to ensure that the Apps and/or Websites are free from viruses and other malware, however, Imeddoc accepts no liability for any loss or damage resulting from a virus or other malware, a distributed denial of

service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Apps and/or Websites however so incurred or occasioned) or any other apps and websites referred to on the Apps and/or Websites.

- 2.10 Imeddoc neither assumes nor accepts responsibility or liability arising out of any disruption or non-availability of the Apps and /or Websites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 2.11 All intellectual property rights in the Apps and/or Website throughout the world belong to Imeddoc (or its licensors) and the rights in the Apps and/or Website are licensed (not sold) to the relevant User. A User has no intellectual property rights in, or to the Apps and/or Website other than the right to use them in accordance with these terms and the licencing agreement (or this Agreement as the case may be) with Imeddoc.
- 2.12 Each User hereby agrees:
- 2.12.1 not use the Apps and/or Website 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 Apps and/or Website or any operating system;
 - 2.12.2 not infringe Imeddoc's intellectual property rights or those of any third party in relation to your use of the Apps and/or Website (to the extent that such use is not licensed);
 - 2.12.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Apps and/or Website;
 - 2.12.4 not use the Apps and/or Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - 2.12.5 not collect or harvest any information or data from the Apps and/or Website or Imeddoc's systems or attempt to decipher any transmissions to or from the servers running any Apps and/or Website.

3. LIABILITY

- 3.1 No party excludes or limits liability to any other party to this agreement for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence; and/or
 - (c) any matter for which it would be unlawful for the parties to exclude liability.
- 3.2 Imeddoc will not be liable for and the Healthcare Provider shall indemnify and keep indemnified and defend at its own expense Imeddoc against all claims, costs (including without limitation court costs and legal fees), damages (direct or indirect), losses or expenses ("**Loss**") suffered or incurred by Imeddoc or for which Imeddoc may become liable including and in particular to such arising from:
- 3.2.1 any claim made against Imeddoc by a third party arising out of or in connection with the provision of the Services or the use of the Apps and/or Website by a User;

- 3.2.2 the provision of Advices to a User;
 - 3.2.3 any breach of any applicable laws (including the Data Protection Legislation) by Healthcare Provider;
 - 3.2.4 any claim made against Imeddoc by a third party for death, personal injury or damage to property arising out of or in connection with Services;
 - 3.2.5 any claim in respect of loss, damage and/or corruption of any data;
 - 3.2.6 civil claims where a final award of damages has been granted or which are subject to a court approved settlement; and/or
 - 3.2.7 administrative fines imposed by a supervisory authority and approved by a court of competent jurisdiction.
- 3.3 To the full extent permissible by law, Imeddoc accepts no liability to any User for any loss or damage (including but not limited to loss of any data), whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Apps and/or Websites or the use of or reliance upon any Content included on the Apps and/or Websites.

4. FORCE MAJEURE

Imeddoc shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control.

5. VARIATION

Imeddoc may update or amend these terms from time to time by notice to you. Each time a User wishes to use the software and/or the Apps and/or Websites (as the case may be), please check these terms to ensure that you understand the terms that apply at that time. Unless otherwise agreed in writing with Imeddoc, a User may not vary the terms of this Agreement.

6. RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

7. SEVERANCE

- 7.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 7.2 Any provision or part-provision of this agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

8. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

9. ENTIRE AGREEMENT

9.1 This Agreement together with the Principle Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or the Principal Agreement.

10. GOVERNING LAW

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

11. JURISDICTION

Each party irrevocably agrees that the Irish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).