

Person Centred Software Limited
End User Terms of Use

These Terms of Use (“Terms”) govern your access and use of the Service. By accessing and/or using the Service you agree you are permitted by the Account Holder to access and use the Service on behalf of the Account Holder and you agree to the terms and conditions set out in these Terms and to only access and use the Service subject to these Terms. If you are not permitted by the Account Holder to access or use the Service or do not accept these Terms, you must not access and/or use the Service.

These Terms are issued by us pursuant to the Agreement (as defined below) and constitute a legal agreement between you (“**Permitted User**” or “**you**”) and Person Centred Software Ltd, a company registered in England with registered number 8539732 and having its registered office at Bell Court, Leapale Lane, Guildford, Surrey, GU1 4LY (“**Company**”, “**us**” OR “**we**”).

Your access and use of the Service is subject to the current version of these Terms, which are available on our website <https://personcentredsoftware.com/static/Permitted-User-Terms-of-Use.pdf>. This version was issued on the 1st June 2021 We reserve the right to change these Terms by updating these Terms on our website or by notifying the Account Holder who is responsible for notifying you of any updated Terms. Any such changes will become binding on you upon your first access or use of the Service after the changes have been updated on our website or after receiving notification of the changes. You are therefore advised to regularly review the page on our website where these Terms are displayed to check for changes to these Terms. Your continued use of the Service following the publication or notification of the updated Terms shall constitute your acceptance to these Terms, as updated. If you do not accept these Terms (as updated) you must immediately notify the Account Holder and stop accessing and using the Service. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

1. DEFINITIONS

So that we can be completely clear, here are some words we use which have specific meanings, some of which are set below and some of which are defined elsewhere in these Terms.

“ Account Holder ” means the organisation that has entered in an Agreement.
“ Agreement ” means the agreement between us and the Account Holder for access to and use of the Service.
“ IaaS ” means the ‘infrastructure as a service’ that we use to host the Service from time to time.
“ Service ” means our Mobile Care Monitoring subscription service which is accessed via password protected websites and device applications and/or computers, including all software applications, user documentation and support services provided by us as part of the service.
“ Staff Member ” an employee, director, partner, contractor, worker or other person engaged by the Account Holder.
“ Owner ” means Papworth Computer Software Limited, a company registered in England with registered number 10199848 whose registered office is at First Floor 1 Bell Court, Leapale Lane, Guildford, Surrey, United Kingdom, GU1 4LY.

2. GRANT OF RIGHT TO ACCESS AND USE THE SERVICE

- 2.1 In consideration of payment by the Account Holder of the agreed subscription fees, we grant you a non-exclusive, revocable, non-transferable licence to access and use the Service subject to these Terms and the Agreement.
- 2.2 You may only access and use the Service for lawful purposes on behalf of the Account Holder solely for social care and care management purposes relating to the Account Holder’s own business.
- 2.3 You must only access and use the Service via the Account Holder's Service account by using a password and email address which that Account Holder authorises you to use.

- 2.4 The Account Holder is ultimately responsible for administering and safeguarding any passwords created to control your access to the Service; however, you must keep any password issued to you secure and not allow or permit any person to use your password or otherwise access or use the Service. You must notify the Account Holder if you become aware on any actual or suspected unauthorised access or use of the Service or your password.
- 2.5 We reserve the right to suspend your access and use of the Service if we suspend the Account Holder's account or access to the Service for any reason permitted under the Agreement.
- 2.6 Your access to the certain facilities or function of the Service will be dependent on the level of access granted by the Account Holder.
- 2.7 The Account Holder is responsible for supplying the technical means by which you can access and use the Service, including providing all necessary devices and communication links or connections.
- 2.8 Your rights to access and use the Service is limited to access and use in the country where the Account Holder carries on business. If you access or use the Service from other countries, you do so at your own risk and we give no guarantee access or use of the Service in other countries is lawful.

3. RESTRICTIONS AND UNDERTAKINGS

- 3.1 You must comply with the restrictions and undertakings with regard to access and use of the Services which are imposed on the Account Holder in the Agreement. It is your and the Account Holder's responsibility to ensure you are aware of and comply with these restrictions and undertakings.
- 3.2 In particular, you acknowledge and agree that, except as expressly set out in these Terms or as permitted by any applicable law which is incapable of exclusion by agreement between the parties, you must not:
 - (a) license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Service;
 - (b) use the Service to provide services to third parties. For example, You cannot use the Service to provide a managed service to other organisations who provide social care as part of its business;
 - (c) make the Service available to or for the benefit of any third party or otherwise assist third parties in obtaining access to and using the Service;
 - (d) use the Service for any purpose which breaches any applicable laws or may be unlawful, fraudulent, immoral, illegal, offensive, threatening, abusive or otherwise harmful.
 - (e) access all or any part of the Service in order to build a product or service which competes with the Service;
 - (f) knowingly introduce or permit the introduction of, any virus or a vulnerability into our network and information systems or the IaaS;
 - (g) do anything which could reasonably be expected to damage, disable, overburden, or materially impair the Service or our website or IaaS generally or which is likely to interfere with any other customer's or end user's access or use of Service; or
 - (h) upload to data to the Service that (i) contains any content that is libellous, defamatory, obscene, pornographic or sexually explicit, abusive or otherwise violates any law; (ii) infringes any right of any person; (iii) you or the Account Holder does not have the right to transmit under any law or contractual relationship (such as confidential information); or (iv) contains viruses or any other codes, files or programs designed to damage, interrupt, destroy or limit the functionality of the Service or IaaS.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all intellectual property rights in the Service belong to us and/or the Owner, that rights to use the Service are licensed (not sold) to the Account Holder, and that you have no rights or interest in, or to, the Service other than the right to use the Service in accordance with the Agreement and these Terms. All rights in and to the Service not granted to you under these Terms are expressly reserved to us.
- 4.2 All intellectual property rights in any external data sources or embedded third party services used in the Service are the property of the relevant third party provider.

5. WARRANTY

- 5.1 You acknowledge that, save for warranties or other commitments expressly set out in the Agreement, the Service is provided “as is” and entirely at your risk without any warranty or commitment of any kind, whether express or implied, including but not limited to the implied warranties of quality, merchantability, fitness for a particular purpose, title and non-infringement. Any condition, warranty, representation or other term concerning the supply of the Service which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is disclaimed by us and excluded to the fullest extent permitted by law.
- 5.2 To the extent that the Agreement includes warranties or other commitments in respect of the availability or operation of the Service, these warranties or commitments are provided to the Account Holder and not to you as a Staff Member. We have no liability to you in the event we breach any such warranty or commitment . Any claim must be made by the Account Holder subject to and in accordance with the terms of the Agreement.

6. LIABILITY

- 6.1 This clause restricts the extent to which we are liable for any losses which may be suffered in connection with your use of Service. You acknowledge that the Agreement sets out our responsibilities and liabilities in connection with the Service and the Account Holder is responsible for enforcing the terms of the Agreement and taking action against us if we breach the Agreement – you have no right to enforce the Account Holder’s rights under the Agreement. Our sole liability in relation to the Service shall therefore be to the Account Holder under and in accordance with the terms of the Agreement. Our liability to you is therefore limited in accordance with this clause 6 and you acknowledge that this is fair and reasonable, taking into account our contractual relationship with and liability to the Account Holder.
- 6.2 We shall not in any circumstances whatsoever be liable to you (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), arising under or in connection with these Terms and/or or your access and use of Service (or any inability to access or use the Service), for any loss or damage (including without limitation direct, indirect, incidental, special, punitive, consequential or exemplary losses or damages).
- 6.3 Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud; or (iii) any other liability that cannot be excluded or limited by applicable law.
- 6.4 If you are permitted by the Account Holder to access and use the Service, using a password created to control access to the Account Holder's account, then the Account Holder shall be liable for any liabilities, damages, liabilities, costs and expenses incurred by us as a result of breach of these Terms by you. Otherwise, you shall be personally liable for any liabilities, damages, liabilities, costs and expenses incurred by us as a result of breach of these Terms by you.

7. TERMINATION

- 7.1 Your right to access and use the Service will terminate immediately and automatically:
- (a) on termination or expiry of the Agreement for any reason.
 - (b) on you ceasing to be permitted by the Account Holder to access and use the Service.
 - (c) if you commit a breach of these Terms and we notify you or the Account Holder of such breach.
- 7.2 On termination of your right to access and use the Service for any reason:
- (a) all rights granted to you under these Terms shall cease;
 - (b) you must immediately cease all activities authorised by these Terms; and
 - (c) you must not access or use the Service.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 8.1 When providing the Service and performing the Agreement, we will collect your personal data. Under data protection laws, we are required, as a data controller, to provide you with certain information about who we are, how we collect or process your personal data and for what purposes and your rights in relation to their personal data and how to exercise them. This information is provided in <https://personcentredsoftware.com/static/Privacy-Policy.pdf> and it is important that you read that

information. Generally, we will only collect and use your personal data for the purposes of providing the Service to the Account Holder, responding to support requests in connection with the Service, managing and administering the Agreement and the Account Holder's account with us and to communicate with the Account Holder generally regarding the Service, updates, improvement and new products and services offered by us. However, we reserve the right to disclose your personal data to law enforcement officials in the investigation of fraud or other alleged unlawful activities.

- 8.2 For your information only, the extent you use the Service to record, store or process personal data collected by or on behalf of the Account Holder, we will process the personal data in accordance with data protection laws and the Agreement, as a data processor.

9. **OTHER IMPORTANT TERMS**

- 9.1 We may transfer our rights and obligations under these Terms to another person. You shall not transfer your rights or your obligations under these Terms to another person.
- 9.2 These Terms constitutes the entire agreement between us and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 9.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.4 Each of the provisions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 9.5 These Terms are not intended nor shall be construed to confer upon or give to any person or entity other than you and us any rights, remedies or other benefits under or by reason of these Terms.
- 9.6 If we have to contact you, we will do so by email and we reserve the right to contact you direct or via the Account Holder. You can contact us by email to hello@personcentredsoftware.com
- 9.6 These Terms are governed by English law. You irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.