

Care Banking – Terms and Conditions

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1. Introduction and Definitions

These Terms and Conditions apply to the provision of cloud-based services by Vertergi Group Ltd, trading as Care Banking and marketing its AI services under the Vertergi Intelligence brand (the Supplier), to public sector buyers (the Buyer) under the G-Cloud Framework and associated Call-Off Contract.

These Terms and Conditions form part of the Call-Off Contract and must be read in conjunction with: - the G-Cloud Framework Agreement - the G-Cloud Call-Off Contract - the applicable Order Form - the Service Definition

In the event of any conflict, the order of precedence set out in the G-Cloud Call-Off Contract shall apply.

2. Provision of the Services

The Supplier shall provide the Services on a software-as-a-service (SaaS) basis, as described in the Service Definition and Order Form.

The Services are provided on a subscription basis for the duration of the contract term. The Supplier does not warrant that the Services will be uninterrupted or error-free but shall use reasonable endeavours to ensure availability in accordance with the agreed service levels.

3. Customer Responsibilities

The Buyer is responsible for: - ensuring that users comply with these Terms and Conditions - maintaining the confidentiality of user credentials - ensuring the accuracy and lawfulness of data entered into the Services - complying with all applicable laws, regulations, and NHS policies

4. Data Protection and Information Governance

Each party shall comply with its obligations under UK GDPR and the Data Protection Act 2018.

The Supplier acts as a data processor on behalf of the Buyer. Buyer Data remains the property of the Buyer at all times.

The Supplier shall: - process Buyer Data only in accordance with the Buyer's documented instructions - implement appropriate technical and organisational measures to protect

Buyer Data - notify the Buyer without undue delay of any personal data breach - maintain compliance with the NHS Data Security and Protection Toolkit

5. Security

The Supplier shall maintain appropriate security controls including: - role-based access control - multi-factor authentication for administrative access - encryption of data in transit and at rest - vulnerability and patch management processes - audit logging and monitoring

Further security details are available on request.

6. Intellectual Property Rights

All intellectual property rights in the Services, including software, documentation, and any AI-enhanced modules, shall remain the property of the Supplier or its licensors.

The Buyer retains all rights in Buyer Data.

The Supplier grants the Buyer a non-exclusive, non-transferable licence to use the Services for internal business purposes during the contract term.

The licence granted under this Agreement does not permit access to or use of the Services for the purpose of developing, benchmarking, reverse engineering, or providing competing software products or services.

The Buyer shall not grant access to the Services to any third party who is a current supplier of competing CHC, AACC, brokerage, or care commissioning software, where such access would reasonably expose the Supplier's confidential information, system design, workflows, or competitive features, without the Supplier's prior written consent.

7. Optional AI-Enhanced Modules

AI-enhanced modules are optional and may be enabled only where expressly agreed in the Order Form or as variations.

AI outputs are provided for decision support purposes only and do not replace clinical, professional, or statutory decision-making.

Reports, dashboards, analytics, and AI-supported outputs are provided for information and decision-support purposes only. The Buyer remains responsible for validating outputs and for all statutory, clinical, and commissioning decisions taken using the Services.

The Buyer remains responsible for all decisions taken using the Services.

8. Charges and Payment

Charges are invoiced annually in advance unless monthly invoicing in advance is agreed in the Order Form. Monthly invoicing changes the payment schedule only; it does not reduce the agreed annual credit purchase or other annual charging commitment. Annual discounts remain based on the annual quantity purchased.

The first invoice is issued on the Service Commencement Date specified in the Order Form. That date triggers the first invoice even if operational go-live is delayed, unless the parties formally vary the Service Commencement Date in accordance with the Call-Off Contract. Subsequent invoices are issued annually on that anniversary, or monthly in advance where agreed in the Order Form.

All invoices shall be payable within 30 days of receipt of a valid invoice, in accordance with the NHS England standard payment terms and the G-Cloud Call-Off Contract.

Charges are fixed for the relevant invoicing period, subject to the Call-Off Contract. Non-use of available Services does not itself entitle the Buyer to a refund, but nothing in these Terms limits the Buyer's termination, repayment or other rights under applicable law or the G-Cloud Call-Off Contract.

The Supplier may suspend access to the Services where undisputed charges remain unpaid for more than 30 days after written notice, or where continued access presents a material security, legal, or regulatory risk.

9. Service Levels and Credits

Service levels are set out in the Service Level Agreement.

Where service levels are not met, the Buyer may be entitled to service credits. Service credits shall be applied against agreed service enhancements and shall not be payable as cash refunds, or deductions.

Service credits constitute the Buyer's sole and exclusive remedy for failure to meet the service levels.

10. Term, Charging Commitment and Termination

Contract Term: The actual initial contract term and any extension options are those specified in the Order Form, subject to the G-Cloud Call-Off Contract. For G-Cloud 15 SaaS services under Lot 2a or Lot 2b, the framework permits an initial term of up to four years, with extensions totalling up to two further years (six years overall). A shorter initial term, including 36 months, may be agreed. Extensions must be provided for and exercised in accordance with the Order Form and applicable framework requirements.

Charging Structure: Charges are invoiced annually in advance, or monthly in advance where agreed in the Order Form, for the applicable contract year. Annual purchase commitments apply subject to the termination, repayment and other provisions of the G-Cloud Call-Off Contract. Invoicing in advance does not override those provisions.

Effect of Termination: Termination takes effect in accordance with the G-Cloud Call-Off Contract. Outstanding charges, any evidenced committed and unavoidable losses, and repayment of advance charges for Deliverables not provided are determined under that Contract. Annual invoicing or payment does not itself entitle the Supplier to retain the whole annual payment after termination.

Supplier Termination The Supplier shall not terminate the contract for convenience and may only terminate the contract in accordance with the G-Cloud Call-Off Contract.

11. Exit Management and Data Return

Upon termination or expiry of the contract, the Supplier shall provide one standard data extract at no additional cost, in the Care Banking offboarding format.

The Supplier shall securely delete Buyer Data following completion of the exit process, subject to legal retention requirements.

Any additional exit assistance beyond the standard data extract shall be provided by agreement on a time-and-materials basis and may incur additional charges.

12. Liability

Each party's liability shall be limited in accordance with the G-Cloud Call-Off Contract.

Nothing in these Terms and Conditions shall limit liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

13. Confidentiality

Each party shall keep confidential all information disclosed by the other party that is marked or reasonably understood to be confidential.

Confidentiality obligations shall survive termination of the contract.

14. Force Majeure

Neither party shall be liable for failure to perform its obligations due to events beyond its reasonable control.

15. Governing Law

These Terms and Conditions and any dispute arising from them shall be governed by and construed in accordance with the laws of England and Wales.

16. Vertergi Intelligence AI credits and free trial

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The Supplier is Vertergi Group Ltd (company number 10245607), formerly MCB Software Services Limited. Care Banking remains the platform brand; Vertergi Intelligence is the AI product brand.

Vertergi Intelligence is the product brand for the AI services described in this document. The descriptive G-Cloud service names, service scope and functionality are unchanged by this branding update.

AI credit validity

AI credits are pooled across the Buyer's organisation and may be used across its enabled AI credit services. A contract year is the 12-month period beginning on the start date specified in the Order Form, and each subsequent anniversary period. Purchased credits, including top-up credits, are valid only for the contract year to which they are allocated. Unused credits expire at the end of that contract year, do not roll over and are not refundable, except where required by applicable law or the Call-Off Contract. Purchasing a top-up does not start a new 12-month validity period. AI credits are distinct from Referral Credits and service-level compensation credits.

AI top-up credits may be purchased at any annual tier. The unit rate of the Buyer's current tier applies to additional credits until cumulative AI credits purchased for that contract year reach the next tier's published annual credit-volume threshold. The next tier's lower unit rate then applies to subsequent additional credits. A pack crossing a threshold is split between the applicable unit rates. Previously purchased credits are not retrospectively repriced. The published annual tier packages remain unchanged. Additional credits above 100,000 credits purchased in the contract year are charged at £2.25 per credit. Top-ups share the same contract-year expiry date and do not restart validity.

Free trial

A free trial of the enabled Vertergi Intelligence AI credit services is available for up to 60 days, with a total allowance of 50 AI credits and access for up to 20 users. The trial ends when the agreed trial period or the 50-credit allowance is reached, whichever occurs first. There is no charge for the trial and no automatic conversion to a paid subscription. Continued use requires an agreed Order Form. This offer does not include separately charged non-AI services or the admission-priced discharge and flow service.

Where no paid contract follows the trial, trial data will be securely deleted 30 days after the trial ends, subject to any mandatory legal retention requirement and the applicable Call-Off Contract. The Buyer may request the standard data extract before deletion. Data protection, security, confidentiality and human-review provisions apply throughout the trial.

These provisions are subject to the order of precedence in the G-Cloud Call-Off Contract. AI usage credits are not service credits awarded for service-level failures.

17. Managed payments and safeguarding

The default payment delivery model is Vertergi Group Ltd acting on behalf of the commissioner under an applicable FCA-registered agency arrangement or a partnership with an FCA-regulated bank or payment provider. The Order Form identifies the regulated principal or banking partner, the relevant regulatory status and registration where required, the payment execution model, and the party responsible for safeguarding and reconciliation. These arrangements must be confirmed before payment services are activated. Authority approval and ring-fencing do not, by themselves, establish an exemption from payment-services regulation.

Where Vertergi carries out payments or provider management involving commissioner funds, those funds are held through Vertergi's operational arrangement in a safeguarded account with the relevant regulated provider, segregated from operating funds and used for the agreed commissioner-approved purposes. Holding funds through this arrangement does not make the safeguarded principal available for Vertergi's general business use.

Interest and other permitted financial benefits arising from funds held under this arrangement accrue to Vertergi, subject to applicable law, the regulated provider's account terms and the G-Cloud Call-Off Contract. The default allocation is 100% of such permitted interest and benefits to Vertergi, calculated from the amounts actually credited by the account provider; no commissioner share or service-charge offset applies unless expressly agreed in the Order Form. The commissioner may reject up to two proposed safeguarding accounts selected from Vertergi's operational pool. Following those refusals, the account is selected from the remaining operational pool, subject to applicable safeguarding requirements.