



Standard Citrus Suite & AppiHealth Terms 2026

1. Definitions

Agreement means these Terms and Conditions together with any applicable Statement of Work (SOW) or Proposal.

Client means the organisation or individual engaging Citrus Suite Ltd for Services.

Services means the design and development work performed by Citrus Suite Ltd, as described in the relevant SOW or Proposal.

Statement of Work (SOW) / Proposal means a written document or Quote issued by Citrus Suite Ltd, setting out the agreed scope, deliverables, fees, timelines, and other project-specific details. For the purposes of this Agreement, references to an SOW shall also include any Proposal or Quote or Application accepted by the Client.

Outputs means the deliverables produced as part of the Services (e.g., mobile app, website, platform, or related materials).

Content means all data, text, images, audio, fonts, logos, video, software, APIs, or other materials supplied or made available by the Client, including third-party materials.

AppiHealth means the AppiHealth software platform provided by Citrus Suite Ltd as a subscription-based Software-as-a-Service (SaaS).

Subscription means the recurring right to access and use AppiHealth during the Subscription Term.

Subscription Term means the initial term and any renewal periods agreed in the Proposal or order form.

User Data means all data uploaded to or processed within AppiHealth by or on behalf of the Client.

2. Engagement & Acceptance



AppiHealth is provided as a hosted SaaS solution. The Client is granted access to AppiHealth during the Subscription Term and does not receive ownership of the software, platform, or underlying code.

3. Charges & Payment

3.1 Subscription fees, setup fees, and billing frequency are set out in the applicable Proposal or order form.

3.2 Subscription fees are payable annually in advance unless otherwise agreed in writing.

3.3 Failure to pay fees may result in suspension or termination of access to AppiHealth.

3.4 Late payments may result in suspension of Services until outstanding amounts are settled.

4. Client Review & Acceptance Testing

Citrus Suite will use reasonable care to make AppiHealth available but does not guarantee uninterrupted or error-free operation. Planned maintenance and third-party outages may occur.

5. Schedule

Delivery dates will be confirmed once milestone payments are received. If delays occur, Citrus Suite Ltd will notify the Client and agree a revised delivery schedule.

6. Client Responsibilities & Content Ownership

6.1 The Client agrees to:

- Appoint a primary contact for the Project.
- Provide all necessary Content, data, and access credentials in suitable electronic format.
- Ensure that all Content (including text, images, videos, APIs, SDKs, and plugins) is accurate, lawful, and appropriately licensed.
- Obtain all permissions and rights necessary for use of third-party materials.



- Comply with all applicable regulations including GDPR, App Store terms, and hosting requirements.
- Obtain appropriate end-user consents and maintain compliance with EULA and data laws.

6.2 Responsibility for Content: All Content, including site and platform materials, remains the sole responsibility of the Client. Citrus Suite Ltd will not be responsible for the accuracy, legality, or suitability of any Content.

6.3 Citrus Suite Ltd may originate or assist with content creation where appropriate, but the Client retains full responsibility for review, approval, and compliance of all published material.

6.4 In addition to existing responsibilities, the Client is responsible for:

- The accuracy, legality, and appropriateness of all User Data.
- Ensuring appropriate lawful basis, consents, and notices for processing health or personal data.
- Determining whether the use of AppiHealth constitutes a regulated medical device or clinical system.

Citrus Suite does not provide clinical advice and AppiHealth is not supplied as a medical device unless explicitly agreed in writing.

7. Change Control

Any change to the scope, specification, or timeline must be agreed in writing by both parties through a formal Quote or updated SOW or Proposal.

8. Citrus Suite Team

Citrus Suite Ltd will ensure all staff engaged on the Project are qualified and experienced. No subcontracting will occur without Client consent. Citrus Suite Ltd remains fully responsible for subcontractor performance.

9. Intellectual Property & Copyright

9.1 The Client retains all IP rights in the Content provided.

9.2 Citrus Suite retains all intellectual property rights in AppiHealth.

9.3 The Client is granted a **non-exclusive, non-transferable, revocable licence** to use AppiHealth during the Subscription Term.

9.4 No source code transfer applies to AppiHealth. Citrus Suite retains all rights to its Background IP.

9.5 The Client indemnifies Citrus Suite Ltd against any claim arising from use of unlicensed, inaccurate, or infringing Content.

10. Term & Termination

10.1 This Agreement remains in effect for five (5) years unless terminated earlier in accordance with this Section.

10.2 Either party may terminate the Agreement or any SOW or Proposal without cause by giving the other party ninety (90) days' written notice.

10.3 Citrus Suite may terminate this Agreement, or any specific SOW, with immediate effect by giving written notice if the Client: (a) Fails to pay any undisputed amount due under this Agreement within seven (7) days of receiving a written overdue notice; or (b) Requests a fundamental change to the Scope of Services (including but not limited to changes in underlying framework, architecture, or substantial functionality).

10.4 Without prejudice to its rights to terminate, Citrus Suite reserves the right to immediately suspend the provision of Services and withhold access to any deliverables, code repositories, or hosting environments if any invoice remains unpaid after its due date, or if the Client requests a fundamental change to the Scope of Services without Citrus Suite's agreement. Citrus Suite shall not be liable for any delays or damages resulting from such suspension.

10.5 Upon termination for any reason: (a) The Client shall immediately pay Citrus Suite for all Services delivered, work in progress (calculated on a time and materials basis), and recoverable expenses incurred up to the effective date of termination within 30 days of invoice; and (b)



Citrus Suite shall retain ownership of all Intellectual Property Rights in the deliverables until such payments are received in full.

Either party may terminate the AppiHealth Subscription:

- At the end of the Subscription Term with not less than 90 days' written notice.
- Immediately for material breach or non-payment.

Upon termination:

- Access to AppiHealth will cease.
- Customer Data will be made available for export for a limited period, after which it may be securely deleted.

11. Warranties

Citrus Suite Ltd warrants that:

- Services will be performed in accordance with industry practices.
- Defects arising within 30 days of final acceptance will be assessed promptly, unless caused by Client-side changes or external system modifications.

Further work beyond this period will be covered under a separate support agreement.

12. Limitation of Liability

12.1 Neither party will be liable for indirect, incidental, or consequential loss, including loss of
12.1 Neither party will be liable to the other for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of data, loss of profits, loss of business, or business interruption, arising out of or in connection with this Agreement.

12.2 Citrus Suite's total aggregate liability to the Client under or in connection with this Agreement (whether in contract, tort, negligence, or otherwise) shall be limited to the total amount actually paid by the Client for the Services giving rise to the claim.



12.3 The Client's total aggregate liability to Citrus Suite under or in connection with this Agreement shall be limited to the total Fees payable for the Services (including the value of all Services delivered, work in progress, and the full value of the applicable Proposal or SOW). This limit does not apply to the Client's obligation to pay outstanding Fees, interest, or costs associated with debt recovery. For AppiHealth, total liability is capped at the **fees paid in the preceding 12 months**.

12.4 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.

12.5 The Client acknowledges that any customer payments, billing processes, or payment-related functions rely on third-party systems such as Stripe, PayPal, or App Store infrastructure. Citrus Suite Ltd's responsibility is limited to integration work only; Citrus Suite shall not be liable for any transactional issues, failures, refunds, security breaches originating from the third-party provider, or service interruptions caused by such third-party systems.

13. Confidentiality

Both parties agree to keep all Confidential Information strictly confidential and use it only for the purpose of fulfilling this Agreement. This obligation does not apply to information already in the public domain or lawfully obtained from a third party.

14. Data Protection (GDPR)

Where Citrus Suite Ltd processes personal data on behalf of the Client, it shall act as Data Processor and process such data only under the Client's instructions and in compliance with applicable data protection laws. Where AppiHealth processes personal data:

- The Client acts as Data Controller.
- Citrus Suite acts as Data Processor.
- Processing is carried out in accordance with applicable data protection law and Citrus Suite's Data Protection Policy.
- A Data Processing Agreement (DPA) may apply where required.



15. Force Majeure

Neither party shall be liable for delay or failure to perform obligations due to circumstances beyond reasonable control, including but not limited to natural disasters, war, or network outages.

16. Dispute Resolution

In the event of any dispute, both parties agree to attempt resolution through good-faith negotiation or mediation before pursuing legal action.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force, and the parties shall replace the invalid provision with one that best reflects their original intent.

19. Entire Agreement

19.1 This Agreement (comprising these Terms and any associated SOW or Proposal) constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, relating to its subject matter.

19.2 Citrus Suite reserves the right to update or modify these Terms and Conditions from time to time to reflect changes in the law, business practices, or new scenarios. (a) New Projects: For any new SOW or Proposal approved after the date of the update, the updated Terms on the Citrus Suite website shall apply immediately. (b) Existing Projects: For ongoing Services, Citrus Suite will notify the Client of material changes to these Terms. Continued use of the Services or



instruction to proceed after thirty (30) days from such notice shall constitute acceptance of the revised Terms.



Annex A: Support & Maintenance Terms (2026)

Support applies only where a separate SOW, Quote, Proposal for support has been agreed and payment has been made.

Scope of Support:

- Technical troubleshooting and second-line support.
- Bug fixes, content updates, and design amends.
- System maintenance, plugin updates, and testing.

Service Levels:

- Availability: 10am–5pm (UK time), Monday–Friday, excluding UK bank holidays and Christmas period.
- Response Targets:
 - Critical issues: within 1 hour
 - Non-critical issues: within 24 hours
 - Other items (amends, feedback, quotes): within 5 working days

Additional Development: Major upgrades or new features will require a new Quote, Proposal, or SOW.