



myPatientSpace

myPatientSpace Standard Terms and Conditions

G-Cloud Notice

Where the Purchaser is a UK public sector body procuring the Services under the G-Cloud framework, the Crown Commercial Service (CCS) G-Cloud Model Contract shall apply. In the event of any conflict between the CCS G-Cloud Model Contract and these Terms and Conditions, the CCS G-Cloud Model Contract shall take precedence.

INTERPRETATION

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Agreement: these terms and conditions together with any Schedules attached and any Documentation.

Authorised Users: those employees, agents, Purchaser's Patients and patient authorised users who are authorised by the Purchaser to use the Services and the Documentation, as further described in clause 2.2.

Business Day: a day other than a Saturday, Sunday or public holiday in Ireland when banks in Dublin are open for business.

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly.

Confidential Information: all documentation, technical information, software, business information, feedback, pricing of the Services, trade secrets or know-how or other materials of a confidential nature or that are disclosed in confidence by either party to the other during the term of this Agreement.

Data Protection Legislation: the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time in Ireland or the European Union.

Data Processing Agreement (DPA): the data processing agreement attached to this Agreement.

Documentation: the documents made available to the Purchaser by MPS online via www.mypatientspace.com or such other web address notified by MPS from time to time which set out a description of the Services and user instructions.

Effective Date: the earlier of (i) the date of signature of the Agreement or (ii) the date the Purchaser first uses the Services.

Fees: the Subscription Fees and any other fees for services including Professional Fees set out in the Agreement.

Initial Subscription Term: the initial term of this Agreement as set out in the Agreement.

Normal Business Hours: 9.00 am to 6.00 pm local Irish time on each Business Day.

Personal Data: any personal data (including special category data) as defined under Data Protection Legislation processed in connection with the Services, including Personal Data of Purchaser's Patients.

Professional Services: the professional services ordered by the Purchaser and described in the Agreement.

Purchaser Data: all data (including Personal Data) inputted by the Purchaser, Authorised Users, Purchaser's Patients or MPS on the Purchaser's behalf for the purpose of providing or using the Services.

Renewal Period: the renewal period specified in the Agreement.

Services: the Software, services and Documentation provided by MPS as described in the First Schedule.

Software: the online software applications provided by MPS as part of the Services.

Subscription Fees: the subscription fees payable for User Subscriptions as set out in the Agreement.

Subscription Term: the Initial Subscription Term together with any Renewal Periods.

Third Party Providers: third party entities engaged by MPS to provide elements of the Services, including hosting providers and subprocessors.

User Subscriptions: the user subscriptions purchased by the Purchaser entitling Authorised Users to access the Services.

Virus: any malicious code or device designed to impair systems, data, networks or user experience.

1.2 Clause, schedule and paragraph headings shall not affect interpretation. Words in the singular include the plural and vice versa.

2. USER SUBSCRIPTIONS

2.0 Audit and Usage Verification

MPS may, on reasonable notice and no more than once per calendar year (unless a material discrepancy is identified), verify the Purchaser's compliance with the User Subscriptions purchased. Any such verification shall be limited to information reasonably required to confirm subscription usage and shall not include access to Personal Data. Where an underpayment is identified, the Purchaser shall promptly pay the underpaid amount.

2.1 Subject to payment of the Fees and compliance with this Agreement, MPS grants the Purchaser a non-exclusive, non-transferable right to permit Authorised Users to access and use the Services during the Subscription Term.

2.2 The Purchaser undertakes that: - the number of Authorised Users shall not exceed the User Subscriptions purchased; - each User Subscription is assigned to one individual at a time; - Authorised Users shall use strong authentication credentials in accordance with MPS security policies, including password complexity and multi-factor authentication where supported; - the Purchaser shall maintain an up-to-date list of Authorised Users and provide it upon reasonable request; - any suspected unauthorised access shall be promptly disabled and notified to MPS; - any underpayment identified through audit shall be promptly paid.

2.3 Additional User Subscriptions may be purchased during the Subscription Term.

3. PURCHASER OBLIGATIONS

3.1 The Purchaser shall not use the Services to transmit unlawful, harmful, offensive, discriminatory or infringing material or Viruses.

3.2 Except as permitted by law, the Purchaser shall not copy, reverse engineer, compete with, resell or otherwise exploit the Services beyond this Agreement.

3.3 The Purchaser shall take reasonable steps to prevent unauthorised access and notify MPS of any breach.

3.4 MPS may suspend access where the Purchaser materially breaches this Agreement, provided suspension is proportionate and, where practicable, preceded by notice and an opportunity to remedy.

3.5 The Purchaser is responsible for the acts and omissions of its Authorised Users and contractors.

3.6 The Purchaser shall comply with all applicable laws, obtain necessary consents, and maintain compatible systems and connectivity.

4. SERVICES

4.1 MPS shall perform the Services with reasonable skill and care in accordance with the Documentation.

4.2 MPS shall use commercially reasonable efforts to remedy any material non-conformance.

4.3 Professional Services shall be performed in a professional and workmanlike manner.

4.4 Acceptance of deliverables shall occur in accordance with agreed acceptance criteria.

4.5 The Services are provided on an internet-based SaaS model and may be subject to inherent limitations.

4.6 MPS shall use commercially reasonable efforts to provide 24/7 availability, excluding planned maintenance and emergency maintenance.

4.7 MPS may introduce enhancements and updates to the Services.

5. PURCHASER DATA AND DATA PROTECTION

5.1 The Purchaser retains all rights in Purchaser Data. The Purchaser grants MPS a non-exclusive, royalty-free licence to process Purchaser Data solely for the purposes of providing the Services, complying with applicable law, fulfilling contractual obligations, and during any agreed transition or retention period.

5.2 MPS shall use reasonable efforts to restore Purchaser Data from backups in the event of loss attributable to MPS.

5.3 MPS shall comply with its Privacy Policy. Material changes adversely affecting Purchaser rights will be notified in advance, and the Purchaser may terminate if such changes materially impact the Services.

5.4 Each party shall comply with Data Protection Legislation.

5.5 The Purchaser is the data controller and MPS is the data processor. The DPA applies.

5.6 MPS may engage Third Party Providers as subprocessors subject to the DPA. Unless otherwise agreed in writing, Purchaser Data will be hosted within the United Kingdom and/or the European Economic Area.

5.7A Consent Withdrawal

Where any processing of Purchaser Data or Personal Data is based on consent, the Purchaser and/or the relevant data subject may withdraw such consent at any time. Upon receipt of notice of withdrawal, MPS shall cease the relevant processing without undue delay, except to the extent continued processing is required by applicable law or regulatory obligations.

5.7 MPS may use anonymised or aggregated data for analytics, regulatory obligations, and service improvement.

5.8 Outcome reporting and sharing shall occur only in accordance with GDPR and applicable consent.

5.9. The Purchaser acknowledges that in the event the Services include the provision via the Software of MPS standard content including but not limited to care plans, videos and educational content, the Purchaser must satisfy itself as to the accuracy and suitability of this content for its patients and accept this content as is without any warranty from MPS as to its accuracy, suitability or otherwise. MPS shall not be liable to the Purchaser or its Authorised Users for such content.

5.9A PROMs and Third-Party Content Licensing

The Purchaser confirms that it holds, and shall continue to hold, all necessary licences, permissions, and rights for any third-party PROMs, questionnaires, outcome measures, or clinical instruments configured or used within the Services. Standard content is provided as-is and must be clinically validated by the Purchaser.

6. FEES AND PAYMENT

6.1 Fees are payable in accordance with invoices.

6.2 Invoices are payable within 30 days.

6.3 Late payments may result in suspension following notice.

6.4 Fees are exclusive of taxes.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property in the Services remains with MPS.

7.2 Purchaser receives no rights except as expressly granted.

7.3 Contract results remain owned by MPS with an internal-use licence to Purchaser.

8. CONFIDENTIALITY

Each party shall protect Confidential Information and use it solely for this Agreement.

9. WARRANTIES AND DISCLAIMERS

Services are provided on an as-is basis except as expressly stated. MPS does not provide medical advice.

10. INDEMNITIES

10.1 MPS shall indemnify the Purchaser against IP infringement claims.

10.2 Each party shall indemnify the other for breaches of Data Protection Legislation attributable to it.

11. LIMITATION OF LIABILITY

11.1 Liability not permitted to be excluded by law is unaffected.

11.2 Neither party shall be liable for indirect or consequential losses.

11.3 Except for IP infringement, confidentiality, and data protection liabilities, each party's total liability shall not exceed 100% of the Fees paid or payable in the 12 months preceding the claim.

12. TERM AND TERMINATION

12.1 This Agreement continues for the Subscription Term unless terminated with notice. UK public sector Purchasers procuring under the G-Cloud framework may terminate this Agreement for convenience on thirty (30) days' written notice, in accordance with the CCS G-Cloud Model Contract.

12.2 Either party may terminate for material breach or insolvency.

12.3 Upon termination, access ceases and data export is available for 90 days.

13. FORCE MAJEURE

Neither party is liable for delays beyond reasonable control.

14. DISPUTE RESOLUTION

Parties shall attempt good-faith resolution prior to litigation.

15. MISCELLANEOUS

15.0 Residual Knowledge and Platform Learnings

Nothing in this Agreement shall prevent MPS from using general knowledge, experience, skills, configurations, workflows, or know-how gained in the course of providing the Services, provided that such use does not disclose or rely upon Personal Data or Confidential Information of the Purchaser.

15.1 Assignment permitted in connection with corporate reorganisation.

15.2 Marketing references require prior written consent.

15.3 This Agreement constitutes the entire agreement.

15.4 Irish law governs this Agreement.

16. REGULATORY COMPLIANCE

The Services are designed to support healthcare workflows and may be configured for use in regulated environments. Where applicable, MPS will provide documentation relating to regulatory compliance of the platform itself. The Purchaser remains responsible for ensuring that its specific use of the Services complies with applicable local, national, and international regulatory requirements (including MDR, FDA, or equivalent frameworks).

17. MEDICAL DISCLAIMER

17.1 The Services are intended to support healthcare workflows and administrative, analytical, or decision-support activities.

17.2 The Services do not provide medical advice, diagnosis, or treatment and do not replace professional medical judgment.

17.3 The Purchaser is solely responsible for all clinical decisions, patient care, and outcomes arising from use of the Services.

18. ARTIFICIAL INTELLIGENCE AND AUTOMATION

18.1 The Services may include features that use automated processing, algorithms, machine learning, or artificial intelligence techniques to support healthcare workflows, analytics, reporting, and operational efficiency.

18.2 AI and Automated Processing – Non-Diagnostic Use

Any automated or AI-enabled features provided as part of the Services are intended solely to support healthcare workflows, operational efficiency, and clinical decision-making support. Such features do not provide medical diagnosis, risk stratification, or treatment recommendations unless explicitly agreed in writing between the parties and supported by appropriate regulatory clearance.

18.2 MPS may use Purchaser Data only where such data has been irreversibly anonymised or aggregated so that it no longer constitutes Personal Data under applicable Data Protection Legislation, or where explicit, informed consent has been obtained from the Purchaser and, where applicable, the data subject, for the purposes of improving, training, validating, and enhancing such automated or AI-enabled features.

18.3 No Personal Data shall be used to train general-purpose artificial intelligence models without the Purchaser's prior written agreement.

18.4 AI-enabled features are intended to provide decision-support only and shall not be used as a substitute for professional clinical judgment. Human oversight shall remain essential for all clinical and care-related decisions.

18.5 All processing of Personal Data in connection with AI-enabled features shall be subject to the Data Processing Agreement and applicable Data Protection Legislation.

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