

Terms and Conditions

Patient Link endeavours to always provide its clients with the highest level of service.

Contact

Patient Link undertakes to respond to all email communication from clients within 24 hours of receipt.

Purchases

By purchasing an annual licence, the client is entitled to full access to the Patient Link product for one year. The product comprises:

- A web-based service hosted on a server backed by service level agreements providing for the following:
 - The network will be available 99.9% of the time in a given month, excluding scheduled maintenance.
 - The critical infrastructure systems, including power and HVAC, will be available 99.9% of the time in a given month, excluding scheduled maintenance.
 - Functioning of all hardware components and replacement of any failed component within two hours of notification to the hosting provider.
- Telephone support during office hours **9am – 5pm Monday to Friday** excluding Bank Holidays.
- Email support during office hours **9am – 5pm Monday to Friday** excluding Bank Holidays.
- Access to all updates, improvements and additions to the product made by Patient Link during the year.
- Weekly backup of the website content.
- Secure handling of sensitive data transfer using 256-bit https certified connections.
- Secure storage of data in industry standard and compliant data centres.
- If required, the management and retention of a domain name commencing on the date stipulated on the invoice for the product or on some other date if agreed upon by both Patient Link and the client. The domain name will be renewed biannually 30 days before expiry. Domains may be transferred at the client's request to an alternative provider at no cost by Patient Link within 30 days of the request.

Orders

The client shall confirm an order to Patient Link by signing this agreement.

The client shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the client, and for giving Patient Link all necessary information in relation to the transfer and/or redirection of domain names within a sufficient time to enable Patient Link to supply the product at the agreed time.

The exact specifications for the product shall be those set out in Patient Link quotation or acknowledgement of order.

Price

Prices charged in any quotation / invoice are inclusive of VAT, unless otherwise stated. Annual licence charges may increase based on the RPI or 5% whichever is higher without prior notice. Any increase in fee beyond a

reasonable rise to account for inflation will be preceded by an email notification at least one month prior to the rise.

Payment

Payment is due in advance in full on initial launch of service or annual renewal date. Patient Link reserves the right to remove the product from the Internet where payment is not received in accordance with any alternative terms of payment agreed in writing. No cash or other discount is allowed unless agreed in writing by Patient Link.

Copyright

Copyright of all material originated by Patient Link, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains vested in Patient Link. The client agrees to indemnify Patient Link against all liabilities costs, damage, damages and expenses which Patient Link may incur as a result of content added to the site by the client and which involve infringement of any copyright, patent or other intellectual or property right.

Liability

Patient Link shall not be liable to the client by reason of any representation, unless fraudulent, or any implied warranty, condition or other item or any duty at common law, or under the express terms of this or any other contract, for any indirect, special or consequential loss or damage whatsoever (including but not limited to loss of profit, business, contracts or goodwill, costs, expenses or other claims for direct or indirect or consequential compensation whatsoever (and whether caused by the negligence of Patient Link, its employees or agents or otherwise). Patient Link will not be liable for any loss, damage, cost, expense or injury of any kind, whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of Patient Link, its staff, contractors, or its agents, in excess of the contract invoice value. Nothing in this condition shall exclude or limit Patient Link liability for personal injury or death arising from Patient Link negligence. No forbearance delay or indulgence by Patient Link in enforcing the provisions of the Contract shall prejudice or restrict the rights of Patient Link nor shall any waiver of its rights operate as a waiver of any subsequent breach and any right power or remedy herein conferred upon or reserved for Patient Link is exclusive of any other right power or remedy available to Patient Link and each of its rights powers or remedies shall be cumulative.

Warranty

Patient Link disclaims, to the extent permissible by law, all liability for defects in software products or for misconfiguration or misuse thereof. The product and all further services shall be delivered and performed in a timely, professional and workmanlike manner.

Force Majeure

Patient Link shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of the product being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond Patient Link control including, but not limited to:

- Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense
- Failure by the client to give adequate instructions or supply the necessary information in due time
- Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

Termination

Patient Link may terminate this agreement immediately if the client fails to pay any sum due under it on the due date (time being of the essence regarding payment) or immediately if the client commits a material breach of any term of this agreement and which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request remedy the same from Patient Link. Any termination of this contract shall be without prejudice to any of Patient Link other rights or remedies.

In the event of termination by the Client, no fees paid or accrued under this Agreement shall be refundable.

Personal Data

We do not retain any patient data in our platform once it has been fully processed. The only data retained are activity logs and aggregated data in terms of patient utilisation and analytics in compliance with patient preferences and GDPR.

Modification of these Terms and Conditions

Patient Link reserves the right to change the terms, conditions, and notices under which its product and services are offered.