



Terms of use

Using Patienteer

1. **You and Patienteer:** When we say you or your, we mean both you and any entity or organisation you're authorised to represent. When we say Patienteer, we, our or us, we're talking about the Patienteer entity and any associated entities you contract with and pay fees to.
2. **Our Services:** Our services consist of all the services we provide now or in the future, including our cloud-based offering
3. **The right to use our services:** When you're a subscriber to Patienteer, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, or until the subscription is terminated.
4. **Your responsibilities:** You agree that you'll keep your information (including a current email address) up to date. You're responsible for providing accurate and complete information. You're also responsible for protecting your username and password from getting stolen or misused. Patienteer has minimum password standards and two-factor authentication which support the security of your information.
5. **Introducing new or revised services:** We regularly expand our service offerings with new features and ideas. For new or updated services, there might be additional terms. We'll communicate those terms to you before you start using those services.
6. **What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, production, and look of our services. It includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to use any of our intellectual property rights, make copies, distribute, or modify any of our content without express permission being granted by us.

Data Use and Privacy

7. **Ownership of data:** When do not own any data processed through our services. You, as the subscriber are the custodian of all data held or managed through any Patienteer service. This includes information originating from another Customer Health system and any information entered directly into a Patienteer service or database. You, as the custodian of data held within our services, has authority on the retention and disposal of data subject to any binding legislation.
8. **Our Commitment to GDPR:** We warrant that our services, processes and procedures are all compliant with the European GDPR which came into effect on 25 May 2018.
9. **Use of data:** When data sources are connected into our services or data is uploaded into our services via any means, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others in order to; enable you to use our services; allow us to continually improve and protect our services; create new services; and communicate with you about your subscription.

Confidentiality

10. **Keeping it confidential:** While using our services, you may provide confidential information to us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

Security

11. **Safeguarding what we do:** We have invested in technical, operational and physical safeguards to keep your data and our services secure. However, no methods of electronic storage or processing are completely secure and we cannot guarantee absolute security. If we have reason to believe someone has accessed or may be able to access your information without authorisation we may restrict access to our services until you and we verify that the access was from an authorised user.

Maintenance and Downtime

12. **Managing Downtime:** We always aim to maintain the availability of our services and provide online support 24 hours a day. On occasion, we may need to perform maintenance on our services requiring a period of downtime. Where planned downtime is required, we will notify the customer administrator via email in advance.
13. **Internet access:** You know how the internet works. If you have connectivity issues you may not be able to access our services or your data. This may happen for any number of reasons.
14. **No Compensation:** We are unable to compensate for downtime. Whatever the cause of downtime, access issues or data loss, your only recourse is to discontinue using our services.

Termination

15. **Subscription Period:** You may renew or terminate your subscription within three months of the end date of the subscription period, unless terminated earlier in accordance with its terms.
16. **Termination with cause:** Either Party may terminate this Agreement if the other Party breaches a material term of this Agreement, and that breach has not been remedied within 10 business days of being notified by the relevant Party.
17. **Retention of your data:** Once a subscription is terminated, we retain your data for a time period in accordance with binding legislation and our data retention policy. As data custodian, you may request data be exported directly to you or removed completely as long as all legislative requirements are met.