



TERMS & CONDITIONS

Welcome to Melo, your trusted digital partner in helping make sense of complex patient behaviours.

Before accessing or using Melo, please read these Terms and Conditions.

1. Acceptance of Terms

By accessing or using Melo, you agree to be bound by these Terms and Conditions, as well as our Privacy Policy. If you do not agree with any part of these terms, you may not access or use Melo.

2. Description of Service

Melo provides users with access to patient identifiable information, behavioural assessment tools, real-time charts, and other features aimed at providing clinical teams with a better understanding of patient behaviour.

However, Melo is only designed to act as a clinical support tool and therefore as a clinician or healthcare professional you are still expected to apply your professional judgement for all patient care decisions.

3. Licence restrictions

You agree that you will:

- a. [except in the course of permitted sharing] not rent, lease, sub-license, loan, provide, or otherwise make available, Melo or the Services in any form, in whole or in part to any person without prior written consent from us;
- b. not copy Melo, Documentation or Services, except as part of the normal use of Melo or where it is necessary for the purpose of back-up or operational security;

c. not translate, merge, adapt, vary, alter or modify, the whole or any part of Melo, Documentation or Services nor permit Melo or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Melo and the Services on devices as permitted in these terms;

d. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Melo or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile Melo to obtain the information necessary to create an independent program that can be operated with Melo or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

is not used to create any software that is substantially similar in its expression to Melo;

is kept secure; and

is used only for the Permitted Objective;

comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by Melo or any Service.

4. User Accounts

a. You must create an account to use Melo. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

b. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account.

5. User Responsibilities

a. You agree to use Melo only for lawful purposes and in accordance with these Terms and Conditions.

b. You are solely responsible for your interactions with other users and health care providers through Melo.

c. You agree not to upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.

d. You agree not to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Melo, any Service or any operating system.

e. You agree not to infringe our intellectual property rights or those of any third party in relation to your use of Melo.

f. You agree not to use Melo or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

g. You agree not to collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

6. Privacy

Your privacy is important to us. Please review our Privacy Policy to understand how we collect, use, and disclose information about you.

7. Intellectual Property

a. Melo and its original content, features, and functionality are owned by Decently Limited and are protected by UK copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

b. You may not modify, reproduce, distribute, or create derivative works based on Melo or any part thereof without our prior written consent.

8. Termination

We reserve the right to terminate or suspend your access to Melo without prior notice for any reason, including if we believe you have violated these Terms and Conditions.

9. Disclaimer of Warranties

Melo is provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, regarding the suitability, reliability, availability, timeliness, or accuracy of Melo.

10. Limitation of Liability

In no event shall Decently Limited be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, lost profits, data, use, goodwill, or other intangible losses, arising out of or in connection with your access to or use of Melo.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to its conflict of law provisions.

12. Changes to Terms

We reserve the right to modify or replace these Terms and Conditions at any time. Your continued use of Melo after any such changes shall constitute your acceptance of the revised terms.

13. Contact Us

If you have any questions about these Terms and Conditions, please contact us at hello@decently.co.uk

By using Melo, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

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