

The logo for Aide Health, featuring a stylized lowercase 'a' in blue and purple, followed by the word 'aide' in a bold, black, sans-serif font.

aide

Aide Health

G-Cloud 15: Terms and Conditions

1. Introduction

Aide is a digital health service that helps users of the service and their clinicians better understand and assist with the management of long-term health conditions provided by Aide Health Ltd, a private limited company incorporated and registered in England and Wales with company number 13126170 whose registered office is at 124 Finchley Road, London, England, NW3 5JS (Aide, we, us and our).

These terms and conditions (Terms) govern the use of our platform and services procured via the G-Cloud framework. By using the Aide platform, you agree to be bound by these Terms.

Standard G-Cloud framework terms apply in addition to these Terms. In the event of conflict, the G-Cloud framework terms shall prevail.

2. Access to the Service

We will provide access to the platform and technical support during normal business hours (09:00 to 17:00 UK time, each business day) in accordance with our support policy at aide.health/support-policy.

We will use reasonable efforts to make the platform available 24 hours a day, 7 days a week, except for planned maintenance (22:00 to 02:00 UK time) and unscheduled maintenance performed outside normal business hours.

We do not warrant that your use of the services will be uninterrupted or error-free, or that the services will be free from viruses.

3. Your Obligations

You must provide us with true, accurate and complete information. The performance of the services is reliant on the accuracy of the information provided to us and via the platform.

You will not:

- Access, store, upload, distribute or transmit any material that contains a virus, is unlawful, harmful, defamatory, or otherwise illegal
- Attempt to copy, modify, duplicate, create derivative works from, or reverse engineer any part of the services
- Access the services in order to build a competing product or service
- Introduce or permit the introduction of any virus into our network and information systems

4. Data Protection

Both parties will comply with all applicable requirements of the Data Protection Legislation. For the purposes of the Data Protection Legislation, the Buyer is the Controller and Aide is the Processor.

Aide shall process personal data only on the documented written instructions of the Buyer, ensure that personnel with access to personal data are subject to confidentiality obligations, and implement appropriate technical and organisational security measures. Personal data is processed and stored within the United Kingdom. A Data Processing Agreement will be in place for each deployment.

Use of personal information is governed by our Privacy Policy at aide.health/privacy-policy.

5. Intellectual Property Rights

You acknowledge and agree that we and/or our licensors own all intellectual property rights in the services and documentation. Except as expressly stated herein, this agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the services or the documentation.

6. Confidentiality

We have put in place appropriate security measures to prevent your confidential information from being accessed or disclosed in an unauthorised way. We limit access to your confidential information to those who have a business need to know, and they are subject to a duty of confidentiality.

7. Limitation of Liability

Nothing in this agreement shall limit or exclude any liability which cannot legally be limited or excluded.

Subject to the above, our total aggregate liability to you for any loss or damage arising under or in connection with this agreement shall not exceed the total amounts paid by you to us in the twelve months prior to the claim arising.

We will not be liable for any loss of profits, business, anticipated savings, goodwill or reputation, or any indirect or consequential loss, however arising under this agreement.

8. Termination

Termination provisions are set out in the Call-Off Contract. We may terminate this agreement immediately if your use of the services breaches this agreement.

Subject to our data protection obligations, upon termination, we may destroy or securely dispose of any confidential information where there is no valid reason to continue processing it.

9. Compliance and Accreditations

Aide is a registered Class I Medical Device with the MHRA under the UK Medical Devices Regulations. We maintain DSPT Standards Exceeded status, Cyber Essentials Plus certification, and DCB0129 clinical safety compliance. Full compliance documentation is available on request.

10. General

We may assign or transfer our rights and obligations under this agreement. You cannot assign or transfer your rights or obligations without our prior written consent.

We reserve the right to change these terms from time to time by giving you not less than 30 days' prior written notice.

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

This agreement is governed by English law and subject to the exclusive jurisdiction of the English courts.

11. Medical Disclaimer

Aide is a digital health services company that provides a platform and tool to help patients and their clinicians better understand and manage health conditions. We do not provide healthcare, medical or other professional advice.

As we are not a healthcare provider, our services are intended to support, not replace, a healthcare professional's judgement and knowledge. Our services are not a substitute for professional medical advice, diagnosis, or treatment.

You should always seek the advice of a clinician and/or other qualified healthcare professional for any questions regarding a medical condition, diagnosis, or treatment.

Contact

If you have any questions about these terms, please contact us:

Aide Health Limited

124 Finchley Road, London, NW3 5JS

contact@aide.health

aide.health