

Terms of Service

Welcome to Care Networkx Ltd's Terms of Use

This is your Terms of Use for Care Networkx Ltd. Please read these terms carefully before using Care Networkx Ltd and you may want to retain a copy for your records.

1. We are **Care Networkx Ltd LIMITED**, a company incorporated and registered in England and Wales with company number 14128957 and whose registered office is at 20 Victoria Avenue, Harrogate, HG1 5QY ("**Care Networkx Ltd**").
2. You are a registered and regulated home care provider and whose details appear on the Care Networkx Ltd Customer Account (**Customer**).
3. At all times the Customer is a business client only.
4. Care Networkx Ltd has developed the Care Networkx Ltd mobile and website application at <https://www.carenetworkx.com> ("Platform") to enable the Customer to schedule and manage the administration of authorised, contracted and regulated care visits and routine appointments for their clients receiving contracted care from them ("Client(s)") or those persons legally authorised by the Client either under a valid power of attorney, valid written consent or other legitimate basis ("Authorised Representatives") on a subscription basis.
5. The Customer for all material purposes is the Client's registered and regulated home care provider and wishes to use the Platform and all services of Care Networkx Ltd via the Platform ("Services") in its business operations.
6. Care Networkx Ltd has agreed to provide, and the Customer has agreed to use, the Platform subject to these terms and conditions. These terms and conditions do not apply to individual consumers purchasing a subscription for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).

7. The Customer is required to set up an account to use the Platform ("Customer Account"). Relevant information to the Customer's subscription can be found on the Customer Account page.
8. The Customer is required to market the platform to their Clients.
9. Use of the Platform by the Customer is on a subscription basis and based on the number of Clients registered to the Customer Account.
10. Unless terminated earlier in accordance with these terms and conditions the Customer's subscription to the Platform shall be for an initial 12 month period and shall automatically renew on a rolling ongoing 12 monthly term ("Subscription Term").
11. The use of the Platform by those persons authorised by the Customer to use the Platform ("Authorised User(s)"), Clients, and Authorised Representatives shall be governed by the End User Licence Agreement as set out on the Platform from time to time.
12. The Customer acknowledges that the Platform should not be used for emergency
13. The Customer acknowledges that the Platform must be used to book and schedule all appointments and visits for its Clients. The Customer shall not permit the Client to book or schedule any appointments with or via the Customer or any Authorised User unless it is booked via the Platform.
14. The Platform is not suitable for the Customer to provide medical advice, information, or advice on treatment or to engage in any activities which are prohibited under English law or illegal.
15. At all times it is the responsibility of the Customer to ensure that the Authorised Representatives have the relevant consent to liaise with the Customer on behalf of the Client.
16. At all times the Customer shall ensure that all Authorised Users, Clients, and Authorised Representatives abide by the relevant End User Licence Agreement.
17. At all times the Customer must ensure that an Authorised User is trained and qualified in their role and under their employ.

18. At all times the Customer remains responsible for the provision of care to the Client. At no time is Care Networkx Ltd responsible for the provision of any care to the Client.

CUSTOMER'S LICENCE TO USE THE PLATFORM

19. Subject to these terms and conditions Care Networkx Ltd hereby grants to the Customer a non-exclusive, non-transferable right (without the right to grant sublicences) to permit its Authorised Users, Clients and Authorised Representatives to use the Platform during the Subscription Term solely for the Customer's internal business operations.
20. The rights granted under these terms and conditions are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

CUSTOMER ACCOUNT

21. The Platform will guide the Customer through the process of setting up a Customer Account and purchasing its subscription.
22. If, during the order process, the Customer provides Care Networkx Ltd with incorrect or incomplete information (including any incorrect or incomplete information about the Customer or the subscription that it requires) it should contact Care Networkx Ltd as soon as possible. If Care Networkx Ltd is unable to process the order due to incorrect or incomplete information, it will contact the Customer to ask to correct it. If the Customer does not give Care Networkx Ltd the accurate or complete information within a reasonable time of its request, Care Networkx Ltd will cancel the order and treat any contract as being at an end. Care Networkx Ltd will not be responsible for any delay in the availability of the Platform that results from the Customer providing incorrect or incomplete information.
23. No part of the Platform constitutes a contractual offer capable of acceptance. The Customer's order to purchase a subscription constitutes a contractual offer that Care Networkx Ltd may, in its sole discretion, accept. Acceptance is

indicated by Care Networkx Ltd sending a subscription confirmation by email. Only once Care Networkx Ltd has sent a subscription confirmation will there be a legally binding agreement between Care Networkx Ltd and the Customer in accordance with these terms and conditions.

SUBSCRIPTION

24. The Customer's subscription is based on the number of registered Clients on the Platform.
25. The number of Clients for the subscription appears on the Customer's Account. The Customer can view the data for all active and inactive Clients via its Customer Account.
26. The Customer can add additional Clients to its subscription via the Customer Account.
27. The Customer must notify Care Networkx Ltd in writing if it would like Care Networkx Ltd to permanently delete a Client from its subscription. This can be done by contacting admin@carenetworkx.com. Any request that a Client be deleted shall result in the data attached to that Client being permanently deleted and not being stored under the Customer Account.
28. The Customer can mark a Client as "inactive" and archive them via the Customer Account. Any Client who has been marked as "inactive" will not be permitted to use the Platform but the historical data attached to the Client will be stored on the Platform.
29. Marking a Client as "inactive" is permanent and is for circumstances where the Client will no longer require any use of the Platform such as in the event of being transferred out of the care of the Customer and/or becoming deceased. The Customer shall not be able to re-activate any Client marked as "inactive" directly. In the event that the Customer incorrectly marks a Client as "inactive" it must contact Care Networkx Ltd who, in its ultimate discretion, will determine whether the Client can be "reactivated" and/or any adjustment required to the Subscription Fee. This can be done by admin@carenetworkx.com.

SUBSCRIPTION FEE

30. The Customer shall pay Care Networkx Ltd the monthly subscription fees set out on the Customer Account plus VAT ("Subscription Fees"). The Subscription Fees are based on the number of Clients registered on the Platform and any inactive archived Clients.
31. It is the responsibility of the Customer to ensure that the number of Clients are correctly registered on the Platform.
32. All Subscription Fees are non-refundable.
33. The Customer shall be permitted to add and remove any Clients from its subscriptions at any time through the Customer Account, the Subscription Fees shall be adjusted accordingly. The Customer shall be required to pay for any additional Clients from the date of registration via the Platform. Where a Client is added part of the way through a month a pro-rata daily rate for the additional Client subscription shall be added to the next invoice and thereafter the full new monthly subscription for the additional Client will be payable. Where a Client is inactivated then the Customer shall be charged the archive fee for that Client as part of the Subscription Fee from the date that the Client is inactivated.
34. All amounts payable for the Subscription Fees are in pounds sterling and exclusive of VAT.
35. Care Networkx Ltd shall debit the payment card details registered by the Customer under the Customer Account for the Subscription Fees on or around 1st day of each month and the Customer herein authorises Care Networkx Ltd to debit such payment card during the Subscription Term.
36. The Customer shall ensure that at all times valid, up-to-date and complete payment card details are recorded on the Customer Account as well as valid, up-to-date and complete contact and billing details.
37. Where payment is not received by the due date, and without prejudice to any other rights and remedies of Care Networkx Ltd it may:

1. without liability to the Customer, disable the Customer's access to all or part of the Platform and Care Networkx Ltd shall be under no obligation to provide any or all of the Services or Platform while the invoice(s) concerned remain unpaid. This will prevent the use of the Platform by the Clients, Authorised Representatives and Authorised Users; and
38. If, at any time whilst using the Services and/or Platform, the Customer exceeds a reasonable level of data storage space, Care Networkx Ltd shall be permitted to charge the Customer, and the Customer shall pay, Care Networkx Ltd's then current excess data storage fees.
39. Care Networkx Ltd shall be entitled to increase its fees (or any part thereof) upon no less than 14 days' prior notice to the Customer. This is in addition to the right to charge the Customer for any additional Clients added to their subscription.

AUTHORISED USERS

40. The Customer understands and acknowledges that it remains responsible at all times for its Authorised Users.
41. In relation to its Authorised Users, the Customer undertakes that:
 1. only trained and qualified employees under the control of the Customer shall be permitted to be Authorised Users and use the Platform;
 2. it will not allow or suffer any account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform or Services; and
 3. each Authorised User shall keep a secure password for the Platform, that such password shall be changed frequently and that each Authorised User shall keep their password confidential. Suitable training will be provided by the Customer in respect of the same.
42. The Customer shall permit Care Networkx Ltd to monitor its use of the Services and Platform. This shall include without limitation establishing the name and

password of each Authorised User and Client, Care Networkx Ltd's data processing facilities and compliance with these terms and conditions. This right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. If any of the checks reveal that any password has been provided to any individual who is not an Authorised User or any of these terms and conditions have been violated, then without prejudice to Care Networkx Ltd's other rights, it may disable such passwords and Care Networkx Ltd shall not issue any new passwords to any such individual.

INACTIVE ACCOUNTS, ARCHIVING & SUSPENSION

43. Care Networkx Ltd has the right to close any Customer Account, Client account, Authorised Representative accounts and/or Authorised Users accounts that are inactive for more than 12 months.
44. The Customer can request that any Client, Authorised Representative and/or Authorised Users account linked to its Customer Account be archived. Such account shall be archived to the Customer Account and the Customer charged the Care Networkx Ltd standard storage fee in force at the date of such request. The storage fee shall be per archived account on a monthly basis for the remainder of the Subscription Term. The data will remain archived for the duration of the Subscription Term. Care Networkx Ltd reserves its right to increase the storage fee at any time during the Subscription Term and pass on any increased third party costs to the Customer.
45. At any time Care Networkx Ltd shall be permitted to suspend any part of the Customer Account including without limitation any Client, Authorised Representative and/or Authorised User who is in breach of these terms and conditions and/or the End User Licence Agreement. The Customer shall remain subject to payment of the Subscription Fees at any time any part of its account has been suspended (however arising).

USE OF THE PLATFORM

46. Care Networkx Ltd shall not be required to monitor any information or data supplied by a Client, Authorised User and/or Authorised Representative via the Platform.
47. The Customer shall at all times be responsible for any information or data exchanged via the Platform. It is the Customer's obligation to properly monitor the Platform.
48. At all times the Customer is solely responsible for the provision of care to the Client and its correspondence with the Client and/or Authorised Representative.
49. The Customer shall indemnify and keep indemnified on demand and hold harmless Care Networkx Ltd from and against all damages, liabilities, demands, costs and expenses including without limitation all legal and other professional fees, costs and expenses, claims, actions and proceedings (including without limitation all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including without limitation loss of reputation)); suffered or incurred by it arising out of or in connection with the Clients, Authorised Representatives and Authorised Users use of the Platform.
50. The Customer shall not access, store, distribute or transmit anything or device (including without limitation any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including without limitation the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, or any material during the course of its use of the Services or the Platform or otherwise that:

1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
2. facilitates illegal activity;
3. depicts sexually explicit images;
4. promotes unlawful violence;
5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
6. is otherwise illegal or causes damage or injury to any person or property.

51. Care Networkx Ltd reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches these terms and conditions.

52. The Customer shall not:

1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 1. attempt to clone, benchmark, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, and/or Software (as applicable) in any form or media or by any means; or
 2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software in the Platform and/or Platform; or
 3. access all or any part of the software on the Platform, Platform and/or Services in order to build a product or service which competes with the Services and/or the Platform; or
 4. use the Services and/or Platform to provide services to third parties other than contemplated under these terms and conditions; or

5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Platform available to any third party except permitting its use by the Authorised Users; or
6. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Platform including without limitation any unauthorised third parties attempting to undertake unauthorised maintenance and/or support; or
7. introduce or permit the introduction of any virus or vulnerability into the Care Networkx Ltd's network, information systems and/or Platform.

53. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Platform and, in the event of any such unauthorised access or use, promptly notify Care Networkx Ltd.

54. Notwithstanding its other rights Care Networkx Ltd may at any time suspend any Services or access to the Platform (or that of any Authorised User) whilst it investigates any issues raised against a Customer, Authorised Representative or Client.

55. Care Networkx Ltd shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:

1. planned maintenance; and
2. unscheduled maintenance.

56. Care Networkx Ltd will provide the Customer with a reasonable level of customer support services during normal business hours between 9am – 5.30pm, Monday to Friday. The Customer may purchase enhanced support services separately at Care Networkx Ltd's then current rates if required.

GROUP ACCESS

57. The Customer shall be permitted to enable third party group access authorisation to the Customer Account ("Group Access") in its sole discretion.

It is envisaged that such access may be granted to third parties such as a GP Surgery, Hospital, Social Services, etc, however, at all times the use of Group Access shall remain under the supervision and direct control of the Customer.

58. At all times the Customer remains responsible for any use of the Group Access and shall ensure that any third party granted Group Access has the requisite authority, rights under relevant data protection legislation, consent of the Client and necessary security measures in place to enable them to safeguard any information, data or details obtained via the Group Access.
59. The Customer shall indemnify and keep indemnified on demand and hold harmless Care Networkx Ltd from and against all damages, liabilities, demands, costs and expenses including without limitation all legal and other professional fees, costs and expenses, claims, actions and proceedings (including without limitation all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including without limitation loss of reputation)); suffered or incurred by it arising out of or in connection with the Customer granting any right to anyone to use the Group Access.

DATA

60. The Customer shall own all right, title and interest in and to all of the data inputted by the Customer, Client, Authorised Representative and Authorised Users that is not personal data ("Customer Data") and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
61. Care Networkx Ltd shall be permitted to use any data collected via the Customer Account (including without limitation data inputted by the Customer, Client, Authorised Representative and Authorised Users) and the Customer Data in an anonymised format for analysis or for any ongoing or future development of the Platform, Services and software. Care Networkx Ltd shall be permitted to use this data as it reasonably determines and in its utter

discretion save for it shall not disclose any confidential or sensitive information about a Client in a manner which will knowingly identify them.

62. The Customer grants consent to Care Networkx Ltd under these terms and conditions to use the Customer Data and any data inputted by the Customer, Client, Authorised Representative and Authorised Users in such way as in its utter discretion Care Networkx Ltd deems fit in respect of the delivery of the Platform and Services.

63. The Customer's sole and exclusive remedy against Care Networkx Ltd in respect of the Customer Data and any data inputted by the Customer, Client, Authorised Representative and Authorised Users shall be for Care Networkx Ltd to use reasonable commercial endeavours to restore any lost or damaged Customer Data or data inputted by the Customer, Client, Authorised Representative and Authorised Users from the latest back-up maintained by Care Networkx Ltd.

64. Care Networkx Ltd shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data or data inputted by the Customer, Client, Authorised Representative and Authorised Users caused by any third party (except those third parties sub-contracted by Care Networkx Ltd to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable) or any Client or Authorised Representative or Authorised User or the Customer.

65. Care Networkx Ltd shall comply with its Privacy Policy relating to the privacy and security of the Customer Data and data inputted by the Customer, Client, Authorised Representative and Authorised Users available on the Platform.

66. The Customer shall comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any relevant legislation relating to

personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) (“Data Protection Legislation”).

67. The parties acknowledge that:

1. If Care Networkx Ltd processes any personal data on the Customer’s behalf when performing its obligations under these terms and conditions via the Platform or otherwise, the Customer is the controller and Care Networkx Ltd is the processor for the purposes of the Data Protection Legislation.
2. The Care Networkx Ltd Privacy Policy sets out the scope, nature and purpose of processing by Care Networkx Ltd, the duration of the processing and the types of personal data and categories of data subject.
3. Personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users and/or Clients and/or Authorised Representatives are located in order to carry out the Services and for Care Networkx Ltd to perform its other obligations under these terms and conditions.

68. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Care Networkx Ltd via the Platform or otherwise for the duration and purposes of this agreement so that Care Networkx Ltd may lawfully use, process, and transfer the personal data in accordance with this agreement on the Customer’s behalf via the Platform or otherwise.

69. The Customer has provided written instructions under these terms and conditions to Care Networkx Ltd that Care Networkx Ltd can process any personal data provided via the Platform by any Client, Authorised User or Authorised Representative or otherwise.

70. There may be circumstances where Care Networkx Ltd is required by the laws of any member of the European Union or by the laws of the European Union

applicable to Care Networkx Ltd and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (Applicable Laws). Where Care Networkx Ltd is relying on Applicable Laws as the basis for processing personal data, Care Networkx Ltd shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Care Networkx Ltd from notifying the Customer.

71. Care Networkx Ltd shall not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:

1. the Customer and/or Care Networkx Ltd has provided appropriate safeguards in relation to the transfer;
2. the data subject has enforceable rights and effective legal remedies;
3. Care Networkx Ltd complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
4. Care Networkx Ltd complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.

72. Care Networkx Ltd shall assist the Customer, at the Customer's cost, in responding to any request from a data subject and in its compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

73. Care Networkx Ltd shall notify the Customer without undue delay on becoming aware of a personal data breach.

74. Care Networkx Ltd shall, at the written direction of the Customer, delete personal data from the Platform on termination of the subscription unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use).

75. Care Networkx Ltd shall maintain complete and accurate records and information to demonstrate its compliance with its data protection obligations under these terms and conditions and shall immediately inform the Company if, in the opinion of Care Networkx Ltd, an instruction infringes the Data Protection Legislation.
76. Care Networkx Ltd and the Customer shall each ensure that it each has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymisation of and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
77. The Customer consents to Care Networkx Ltd appointing suitable third party processors as third-party processors of personal data. Care Networkx Ltd confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case which Care Networkx Ltd confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Care Networkx Ltd, Care Networkx Ltd shall so far as is reasonable be liable for the reasonable acts or omissions of any appointed third-party processor in accordance with its terms of appointment.
78. Care Networkx Ltd may at any time on not less than 10 days' notice, revise its data protection obligations under these terms and conditions by replacing it with any applicable controller to processor standard clauses or similar terms

forming part of an applicable certification scheme (which shall apply when there are replacement terms on the Platform).

79. The Customer shall indemnify and keep indemnified Care Networkx Ltd against:

1. all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to any data subjects using the Platform via the Customer Account including without limitation any Client, Authorised Representative or Authorised User ("Data Subject") (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under these terms and conditions; and
2. all amounts paid or payable by Care Networkx Ltd to a third party which would not have been paid or payable if the Customer's breach of its data protection obligations under these terms and conditions had not occurred.

THIRD PARTY PROVIDERS

80. The Customer acknowledges that the Platform and Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites or otherwise and that it does so solely at its own risk.

81. Care Networkx Ltd makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer and any Client, Authorised User or Authorised Representative with any such third party.

82. Any contract entered into and any transaction completed via any third-party website is between the Customer, Client, Authorised Representative or Authorised User as applicable and the relevant third party, and not Care Networkx Ltd.

83. Care Networkx Ltd recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Care Networkx Ltd does not endorse or approve any third-party website or businesses nor the content of any of the third-party website made available via the Services or Platform.

THE PLATFORM

84. The Platform, all Services and software is provided on an 'as is' and on an "as available" basis.

85. Care Networkx Ltd may alter, suspend or discontinue the Platform (or any part of it) at any time and without notice. Care Networkx Ltd will not be liable to the Customer in any way if the Platform (or any part of it) is unavailable at any time and for any period.

86. Minor changes may, from time to time, be made to the Platform and Services, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of any subscription and should not normally affect the Customer's use of the Platform and Services. However, if any change is made that would affect its use of the Platform or Services, suitable information will be provided to the Customer.

87. In some cases, as described in the relevant content descriptions, Care Networkx Ltd may also make more significant changes to Platform. If it does so, it will inform the Customer at least 14 days before the changes are due to take effect.

88. Where any updates are made to the Platform, the Platform will continue to match the description of it as provided to the Customer before it purchased its subscription for access to the Platform. Please note that this does not prevent

Care Networkx Ltd from enhancing the Platform, thereby going beyond the original description.

89. All services performed by Care Networkx Ltd will be carried out with reasonable skill and care. This shall not apply to the extent of any non-conformance which is caused by the Customer, Client's, Authorised Users, Authorised Representatives use of the Platform contrary to Care Networkx Ltd's instructions or directions, or modification or alteration of the Platform by any party other than Care Networkx Ltd.
90. Care Networkx Ltd does not warrant that:
1. any use of the Services or Platform or software of Care Networkx Ltd will be uninterrupted or error-free; or
 2. that the Services, Platform and/or the information obtained by the Customer through the Platform will meet the Customer's requirements; or
 3. that the Platform, any software or the Services will be free from any vulnerabilities; or
 4. the Platform, software or Services will comply with any heightened cybersecurity requirements; or
 5. the software and/or Platform and/or Services will be compatible with any specific device.
91. Care Networkx Ltd is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including without limitation the internet, and the Customer acknowledges that the Services, software and Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
92. Nothing shall not prevent Care Networkx Ltd from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

93. The Customer acknowledges and agrees that Care Networkx Ltd and/or its licensors own all intellectual property rights in the Services, Platform and software.
94. Except as expressly stated herein, these terms do not grant the Customer 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, Platform or the software.
95. Care Networkx Ltd confirms that it has all the rights in relation to the Platform that are necessary to grant all the rights it purports to grant under, and in accordance with, these terms and conditions.

CUSTOMER'S OBLIGATIONS

96. The Customer shall at all times, without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement and in respect of the provision of care to the Client.
97. The Customer shall at all times cooperate with Care Networkx Ltd during the Subscription Term.
98. The Customer shall at all times during the Subscription Term provide all necessary access to such information as may be required by Care Networkx Ltd.
99. Where the Customer fails to cooperate with Care Networkx Ltd or such information is not properly provided, Care Networkx Ltd reserves its rights to charge the Customer such additional sums required to compensate for any additional services or work required from Care Networkx Ltd, including but not limited to in respect of Customer Data, security access information and configuration services.
100. The Customer shall carry out all its responsibilities under these terms and conditions in a timely and efficient manner. In the event of any delays, Care Networkx Ltd may adjust any agreed timetable or delivery schedule as reasonably necessary.

101. The Customer shall ensure that the Authorised Users use the Services and Platform in accordance with these terms and conditions and shall be responsible for any Authorised User's breach of these terms.
102. The Customer shall at all times be responsible for any and all Authorised Users' use of the Platform and Services.
103. The Customer shall obtain and maintain all necessary licences, consents, and permissions necessary for Care Networkx Ltd, its contractors and agents to perform the Services and operate the Platform. This shall include without limitation the consents, rights and permissions required from the Client and Authorised Representatives to share their data with the Customer, Authorised Users and any Group Access.
104. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Care Networkx Ltd from time to time.
105. The Customer shall be, to the extent permitted by law and except as otherwise expressly agreed otherwise, solely be responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Care Networkx Ltd's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
106. The Customer shall comply, and procure its Authorised Users, Clients and Authorised Representatives comply with all policies and terms on the Platform as amended from time to time including without limitation the End User Licence Agreement and Privacy Policy.

INDEMNITY

107. At all times the Customer is responsible for the provision of its services to the Clients and/or Authorised Representatives and is a registered and regulated care provider.
108. At all times the Customer shall defend, indemnify and hold harmless Care Networkx Ltd against any claims, actions, proceedings, losses, damages,

expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, Platform and/or any Care Networkx Ltd software.

109. At all times the Customer shall defend, indemnify and hold harmless Care Networkx Ltd against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client, Authorised Representative and/or Authorised Users use of the Services, Platform and/or any Care Networkx Ltd software.

LIMITATION OF LIABILITY

110. Except as expressly and specifically provided in these terms and conditions and to the maximum extent permitted by law:
1. the Customer assumes sole responsibility for any and all results obtained from the use of the Services, Platform and the software of Care Networkx Ltd by the Customer, and for conclusions drawn from such use or any action taken as a result. This shall include without limitation the provision of any care to a Client and/or booking of any appointment and/or any correspondence with any Authorised Representative or Client;
 2. Care Networkx Ltd shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Care Networkx Ltd by the Customer or Authorised User in connection with the Services, Platform, or any actions (or inaction) taken by Care Networkx Ltd at the Customer's direction; and
 3. Care Networkx Ltd shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Care Networkx Ltd by the Client or Authorised Representative in connection with the Services, Platform, or any actions (or inaction) taken by Care Networkx Ltd at the Customer's direction.

111. The Customer acknowledges and agrees that to the maximum extent permitted by law all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded in respect of its agreement with Care Networkx Ltd.
112. The Customer acknowledges and understands the Services, software of Care Networkx Ltd, and the Platform are provided to the Customer, Client, Authorised Representatives and Authorised User on an “as is” basis.
113. Nothing in these terms and conditions excludes the liability of Care Networkx Ltd:
1. for death or personal injury caused by Care Networkx Ltd’s negligence; or
 2. for fraud or fraudulent misrepresentation; or
 3. for any other liability which cannot be legally excluded.
114. To the maximum extent permitted by law Care Networkx Ltd shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms and conditions.
115. Notwithstanding these terms and conditions and to the maximum extent permitted by law Care Networkx Ltd’s total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of its agreement with the Customer shall be limited to the higher of the total Subscription Fees paid during the 12 months immediately preceding the date on which the claim arose and £100.

TERM AND TERMINATION

116. The subscription shall, unless otherwise terminated under these terms and conditions, commence on the subscription start date as recorded on the Customer Account and shall continue for the Subscription Term unless terminated on one month's prior written notice or otherwise in accordance with the provisions of these terms and conditions.

117. Without affecting any other right or remedy available to it, either Care Networx Ltd or the Customer may terminate the subscription with immediate effect by giving written notice to the other party if:

1. the other party fails to pay any amount due on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
2. the other party commits a material breach of any other terms and conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
3. the other party repeatedly breaches any of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these terms and conditions;
4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
 8. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause d – j (inclusive);
 12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
118. Care Networkx Ltd may terminate the subscription with immediate effect by giving written notice to the Customer where there is a change of control of the Customer and the new person with control is a competitor of Care Networkx Ltd.
119. On termination of the Customer's subscription for any reason:

1. all licences granted to the Customer, the Client, Authorised Users and Authorised Representatives to use the Platform, Services and/or any software of Care Networkx Ltd shall immediately terminate and the Customer shall immediately cease all use of the Platform, Services and/or any software of Care Networkx Ltd and shall instruct its Authorised Users, Clients and Authorised Representatives to do the same;
2. Care Networkx Ltd may destroy or otherwise dispose of any of the Customer Data and any other data (personal data or otherwise) of any Client, Authorised User or Authorised Representative on the Platform unless Care Networkx Ltd receives, no later than 10 days after the effective date of the termination of the subscription, a reasonable written request for the delivery to the Customer of the then most recent back-up of the Customer Data and any other data of Clients, Authorised Users or Authorised Representatives recorded on the Customer Account. Care Networkx Ltd shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of a reasonable written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and has confirmed in writing that it remains entitled to receive all of the Customer Data and all other data (including any personal data) of any Client, Authorised User or Authorised Representative on the Customer Account on that date. For the avoidance of doubt following the expiry of the time limit under this clause (b) there shall be no access to any backup of any Customer Data or any other data of any Client, Authorised User or Authorised Representative by the Customer. The Customer shall pay all reasonable expenses incurred by Care Networkx Ltd in returning or disposing of Customer Data and or any other data of any Client, Authorised User or Authorised Representative; and

3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

FORCE MAJEURE

120. Care Networkx Ltd shall have no liability to the Customer if it is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Care Networkx Ltd or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, provided that the Customer is notified of such an event and its expected duration.

CHANGES

121. Care Networkx Ltd may revise these terms and conditions from time to time in response to changes in relevant laws and other regulatory requirements. If Care Networkx Ltd changes these terms and conditions as they relate to the Customer's subscription, it will give the Customer reasonable advance notice of the changes and provide details of how to cancel if the Customer is not happy with them.

WAIVER

122. No failure or delay by Care Networkx Ltd to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of

such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

RIGHTS AND REMEDIES

123. Except as expressly provided in these terms and conditions, the rights and remedies provided to Care Networx Ltd under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

SEVERANCE

124. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.
125. If any provision or part-provision of this agreement is deemed deleted under clause 113 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

ENTIRE AGREEMENT

126. These terms and conditions and any document referred to therein constitutes the entire agreement between Care Networx Ltd and the Customer and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
127. The Customer acknowledges that in entering into these terms and conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions.
128. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.

129. Nothing in these terms and conditions shall limit or exclude any liability for fraud.

ASSIGNMENT

130. The Customer shall not, without the prior written consent of Care Networkx Ltd, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

131. Care Networkx Ltd may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

NO PARTNERSHIP OR AGENCY

132. Nothing in these terms and conditions is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

THIRD PARTY RIGHTS

133. These terms and conditions do not confer any rights on any person or party (other than the Customer and Care Networkx Ltd and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

NOTICES

134. Any notice required to be given under these terms and conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the registered address of Care Networkx Ltd and the Customer's address set out in the Customer Account.

135. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission as evidenced by a delivery receipt.

GOVERNING LAW

136. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

JURISDICTION

137. The Customer and Care Networkx Ltd each irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).