

MedsMarket Terms of Use

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE MEDSMARKET PLATFORM

Purpose of these Terms

These Terms set out the rules for the use by [FULL LEGAL NAME OF HEALTHCARE ORGANISATION AND COMPANY NUMBER] (referred to in these Terms as “**your organisation**”, “**you**” or “**your**”) of the MedsMarket Online Marketplace available at portal.medsmarket.uk (“**Platform**”).

1. SUMMARY

Below is a summary of the key elements of these Terms.

- Use of the Platform is subject at all times to these Terms, in their entirety and without amendment (save as contemplated by these Terms). If your organisation uses the Platform it is deemed to have accepted these Terms notwithstanding whether your organisation has signed these Terms.
- The Platform is for use by customers who are located in the UK only.
- The functionality, features and capabilities of the Platform which are available to your organisation depend on which model of the Platform your organisation has chosen and signed-up for. A description of, and further details relating to, the model of the Platform which your organisation has signed-up for are stipulated in the MedsMarket commercial proposal document appended at Annex 1 to these Terms, as may be amended, updated or replaced from time to time by us upon notification to you (**MedsMarket Particulars Document**).
- A subscription fee is payable by your organisation for access to and use of the Platform. See the section below in these Terms headed ‘*Fees for use of the Platform*’ for more details.
- If you buy a product based on the information provided on the Platform (**Product**), you will also be subject to the terms of use and privacy policy of the supplier of the product (**Supplier**). Those will be different from these Terms and our Privacy Policy and you should read them carefully.
- We may amend these Terms at any time by notifying you in writing in advance.

2. Who we are and how to contact us

Our Platform is operated by DLS Health Limited ("**We**", "**us**" or "**our**"). We are registered in England and Wales under company number 13537675 and have our registered office at Summ.It Assist Llp T/A Fact3, 3 Hardman Square, Manchester, England, M3 3EB.

To contact us, please email compliance.contracts@dlshealth.uk or telephone our customer service line on 0161 528 5996.

3. Use of the Platform

By using the Platform, you are deemed to confirm that you accept these Terms and that you agree to comply with them in their entirety and without amendment (save as contemplated by these Terms).

If you do not agree to these Terms, you must not use the Platform.

We recommend that you print a copy of these Terms for future reference.

We do not warrant that use of the Platform will be uninterrupted or error-free.

You acknowledge and agree that in order to access and use (including purchasing Products via the Platform), you are required to hold a Wholesale Dealer's Authorisation (**WDA**) issued by the Medicines and Healthcare Regulatory Authority (or any applicable replacement regulatory body) (**MHRA**). You warrant and undertake that you shall, for such period of time as you have an account for use of the Platform, maintain a valid WDA in your name and for your own account.

4. There are other terms that may apply to you

The following policies also apply to your organisation's use of the Platform:

- Our Privacy Policy ("DLS Health - Privacy Policy")
- Our Cookie Policy ("DLS Health - Cookie Policy"), which sets out information about the cookies on the Platform; and
- Our other policies, directives and rules which we notify or otherwise make available to you from time to time (including without limitation our ("DLS Health - Falsified Medicines Directive") and ("DLS Health - Regulatory Compliance Policy")), in each case as may be amended, updated or replaced by us.

5. Fees for use of the Platform

A subscription fee is payable by your organisation for access to and use of the Platform.

The amount of the subscription fee payable by your organisation shall be as stipulated in the MedsMarket G-Cloud Pricing Document (**Subscription Fee**). The Subscription Fee is payable at the intervals and in accordance with the payment terms stipulated in the MedsMarket G-Cloud Pricing Document. We reserve the right, at our absolute discretion, to increase the Subscription Fee at any time by giving your organisation at least thirty (30) days' notice in writing.

Your organisation shall pay the Subscription Fee in pounds sterling and by such payment method as we may stipulate from time to time and payments shall be made in full and in cleared funds (without any deduction, set-off or withholding). The Subscription Fee is exclusive of VAT (which shall be paid in addition at the prevailing rate from time to time) and is non-refundable (except in circumstances where we are in material breach of our obligations under these Terms).

If your organisation does not make payment of the Subscription Fee to us when it is due, we reserve the right to suspend or withdraw your access to the Platform without notice (however we will endeavour to give your organisation an opportunity to correct the failure to pay first).

6. We may make changes to these Terms

We may amend these Terms from time to time at our discretion. The amended Terms will be effective from the date on which the amended Terms are notified to you in writing.

7. We may make changes to the Platform

We may update and change the Platform from time to time in order to reflect changes to the Products or information relating to Suppliers, or for any other reason that we deem necessary from time to time.

Suppliers may also make changes to Product data displayed on the Platform. This is at the discretion of the Supplier, and we have no control over this.

We will endeavour (but have no obligation) to give you reasonable notice of what we consider to be any major changes.

8. We have no responsibility for Payments

We shall have no responsibility or liability for transmission of funds due to any Supplier or other third party with whom you may elect to deal. You shall be responsible for transmitting

all payments due on the terms agreed with such Supplier or third party. Your organisation makes all payments at its own risk.

9. We may suspend or withdraw access to the Platform

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform for what we in our discretion consider to be valid business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are solely responsible for ensuring that all persons who access the Platform through your organisation's internet connection are aware of these Terms and any other applicable terms or conditions (including our policies, directives and rules referred to above), and that they abide by and comply with them in all respects.

If your organisation or anyone in your organisation does not comply with these Terms in any respect, we may on written notice to you suspend or withdraw your access to and use of the Platform.

10. The Platform is only intended for users in the UK

The Platform is intended for use solely by business users in the United Kingdom. We do not represent that content available on or through the Platform is appropriate for use or available in other locations.

By continuing to access, view or make use of the Platform you hereby warrant and represent to us that you are using the Platform solely for the purposes of a business carried on by you in the United Kingdom. If this is not the case you must immediately discontinue use of the Platform together with any related content or services.

11. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at compliance.security@dlshealth.uk.

You must ensure that the Platform is used solely by individuals whom you have explicitly authorised to use it (**authorised individual**). If an authorised individual ceases to be so authorised or ceases to be employed or engaged by your organisation, it is your responsibility to ensure that the individual in question no longer has access to the Platform with immediate effect.

Under no circumstances shall we have any liability to you for any loss or damage that you may incur as a result of, or in connection with, any use or attempted use of the Platform by any individual who has ceased to be authorised by your organisation to use it.

12. How you may use material on the Platform

We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and international treaties globally. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Platform for your organisation's ordinary and normal business use and you may draw the attention of others within your organisation to content posted on the Platform.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Platform must always be fully and clearly acknowledged.

You must not use any part of the content on the Platform for commercial purposes without obtaining a written licence to do so from us or our licensors in advance.

If you or anyone in your organisation breaches these Terms, your right to use the Platform will cease immediately and you must, immediately upon our request, return or destroy any copies of the materials in the possession or control of your organisation or which your organisation has otherwise made or acquired.

13. Confidentiality of Supplier information

When using our Platform, you may have access to pricing, product information, stock levels and other sensitive data provided by our suppliers ("Supplier Information") that is tailored specifically to your organisation. You acknowledge and agree that such Supplier Information is confidential and subject to the terms of use, privacy policies, and any other agreements you may have entered into with the supplier. You hereby commit to not

disclose, share, distribute, or otherwise make available such Supplier Information to any third party without the express written consent of the respective supplier.

Unauthorised sharing of Supplier Information may not only violate the terms of your agreement with the supplier but may also expose you to legal action from the supplier or us. It is your responsibility to adhere to these confidentiality obligations and to ensure that you are compliant with all applicable laws and regulations governing such Supplier Information.

14. You must not misuse the Platform

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Platform or any services provided via, or in relation to, the Platform. This includes, without limitation, using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Platform or any data, content, information or services accessed via the Platform.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends or correlations.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

You must not knowingly introduce onto the Platform viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the Platform, or any part of the Platform (including to any of its components).

You must not share and must ensure that no individual in your organisation shares, usernames or passwords for accessing the Platform with any other individual or organisation.

15. Product Information

The Product information displayed on the Platform is not provided by us but by Suppliers or their representatives. We have no control over such information and have no involvement in compiling or verifying it.

Although we make reasonable efforts to update the Product information on the Platform in a timely manner, we rely on information provided by Suppliers and make no representations, warranties or guarantees, whether express or implied, that the content on the Platform or any part of such content is accurate, complete or up to date. You must submit all enquiries regarding Products directly to the relevant Supplier.

Consequently, we have no liability whatsoever for any reliance that you may place on any Product information on the Platform.

If you become aware of or reasonably suspect that any Product is counterfeit or may otherwise be classified as a falsified medicine, you are responsible for and shall promptly report details of the relevant Product to the Supplier, manufacturer (where different) and the MHRA in a manner consistent with our then current falsified medicines directive policy.

16. We are not responsible for websites we link to

- Any links from the Platform to other websites and resources provided by third parties are provided to your organisation for information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- We have no control over the contents of those third-party websites or resources.

17. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to the Platform or any content on it. Without limiting the generality of this statement we make no representation or warranty and do not give any assurance of any kind regarding the quality, compliance with description, fitness for purpose, authenticity or suitability of any Products or as to whether their sale, supply or use is lawful and we shall have no liability to your organisation in this regard.

We will not be liable to your organisation for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Platform;
- use of or reliance on any content displayed on the Platform; or
- any misuse of the Platform by any person acting or purporting to act on behalf of your organisation.

In particular, we will not under any circumstances be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Different limitations and exclusions of liability may apply to liability arising as a result of the supply of any Products to you. These will be set out in the relevant Supplier's terms and conditions of supply.

18. How we may use your personal information

We will only use any personal information which we obtain from you in accordance with our Privacy Policy from time to time, the current version of which may be found in our privacy ("DLS Health - Privacy Policy")

19. We are not responsible for viruses and you must not introduce them

We do not guarantee that the Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Platform. Your organisation should use your own virus protection software.

You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

20. Linking to the Platform

You may link to the Platform home page, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

You must not establish a link to the Platform in any website that is not owned or controlled by your organisation.

You must not frame the Platform on any other Platform, nor may you create a link to any part of the Platform other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Platform other than that set out above, please contact hello@medsmarket.co.uk.

21. Legal

These Terms, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law.

We and your organisation both agree to the exclusive jurisdiction of the English courts in connection with these Terms and your access to and use of the Platform (including any claims or disputes).

If any provision of these Terms is held to be unlawful, invalid, or unenforceable, that provision shall be deemed deleted from these Terms and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

These Terms, together with the documents referred to herein, constitute the entire agreement between you and us relating to your access to and use of the Platform and supersede any prior agreements (including any previous Platform terms of use). You may not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms by way of express provision.

No failure or delay by us in exercising any right under these Terms will operate as a waiver of that right nor will any single or partial exercise by us of any right preclude any further exercise of any right.

22. Our trademarks are registered

MedsMarket is a UK registered trademark of DLS Health Limited. You are not permitted to use this trademark without our prior written approval, unless it is part of material you are using as expressly permitted under these Terms.

23. Agreement

We agree that these Terms will be binding on us and request that you sign and return to us the counterpart of these Terms to confirm your agreement and acceptance of its contents.

Signed by an authorised signatory for and on behalf of DLS Health Limited

Dated

ON COUNTERPART/ We confirm that we have read and agree to and accept the terms set out in these Terms.

Signed by an authorised signatory for and on behalf of
[INSERT FULL NAME OF HEALTHCARE ORGANISATION]

Name of Signatory (in block capitals)

Job Title

Dated