



CERINA HEALTH

Terms and Conditions

For Organisation Customers

Version 1.0

Effective Date: 30th January 2026

NoSuffering Limited
Trading as Cerina Health

www.cerinahealth.com



1. Introduction and Scope

These Terms and Conditions (the "Agreement") govern the provision of services by NoSuffering Limited, a company registered in England and Wales (trading as "Cerina Health" or the "Supplier"), to organisation customers (the "Customer").

This Agreement applies to all services provided by the Supplier including, but not limited to, software-as-a-service ("SaaS") platforms, mobile applications, web applications, websites, digital health tools, professional services, and any other products or services offered by the Supplier (collectively, the "Services").

By entering into a contract, order form, or service agreement with the Supplier, the Customer agrees to be bound by these Terms and Conditions.

2. Definitions

In this Agreement, unless the context otherwise requires:

"Authorised Users" means the employees, contractors, agents, or other individuals authorised by the Customer to access and use the Services.

"Confidential Information" means all information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

"Customer Data" means all data, content, and information provided by or on behalf of the Customer or Authorised Users in connection with the use of the Services.

"Documentation" means the user guides, technical documentation, service specifications, and other materials provided by the Supplier relating to the Services.

"End Users" means individuals who access the Services through the Customer's deployment, including patients, service users, employees, or members of the public as applicable.

"Framework Agreement" means any applicable public sector procurement framework agreement under which the Services are procured, including but not limited to G-Cloud, Digital Outcomes and Specialists, or other Crown Commercial Service frameworks.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information, and all other intellectual property rights, in each case whether registered or unregistered.

"Order Form" means the written order, statement of work, or other document agreed between the parties setting out the specific Services to be provided, pricing, and other terms.

"Personal Data" has the meaning given in the UK General Data Protection Regulation and Data Protection Act 2018.

"Platform" means the Supplier's software platforms, applications, and technology infrastructure through which the Services are delivered.

"Professional Services" means configuration, implementation, training, integration, consultancy, and other professional services provided by the Supplier.

"Service Level Agreement" or "SLA" means the service levels, availability targets, and support commitments applicable to the Services as set out in the Documentation or Order Form.

"Term" means the period during which the Services are to be provided as specified in the Order Form.

3. Framework Precedence



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Where the Services are procured under a Framework Agreement, this Agreement applies in conjunction with the Framework Agreement terms.

In the event of conflict between documents, the following order of precedence shall apply:

- (a) Framework Agreement (where applicable)
- (b) Order Form or Call-Off Contract
- (c) These Terms and Conditions
- (d) Service specifications and Documentation

4. Scope of Services

4.1 Services Provided

The Supplier provides digital health and wellbeing services which may include:

- Access to the Supplier's digital platforms, mobile applications, and web applications
- Multilingual conversational virtual agents and chatbots
- Digital assessment and triage tools
- CBT-based digital therapeutics and self-help content
- Reporting, analytics, and outcome measurement tools
- Professional services including configuration, implementation, training, and integration
- Technical support and maintenance

4.2 Service Limitations

The Customer acknowledges and agrees that the Services:

- Do not provide clinical diagnosis, clinical decision-making, or medical advice
- Do not replace statutory health services, clinical assessment, or professional medical treatment
- Are intended to support early engagement, triage, pathway navigation, and self-management
- Operate within defined safety boundaries with appropriate signposting and escalation pathways

4.3 Medical Device Status

Where indicated in the Documentation or Order Form, certain components of the Services may be registered as Class I medical devices with the Medicines and Healthcare products Regulatory Agency (MHRA). Such components are developed and maintained in accordance with applicable medical device regulations and operate within an approved clinical safety case.

5. Contract Formation and Ordering

5.1 Order Process

Services are ordered via an Order Form or other written agreement. A binding contract is formed when the Supplier confirms acceptance of the Order Form in writing.

5.2 Commencement



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Services commence on the start date specified in the Order Form or, if no date is specified, upon the Supplier's written confirmation of acceptance.

5.3 Changes to Orders

Any changes to the scope, pricing, or terms of an Order Form must be agreed in writing by both parties through a change control process.

6. Fees and Payment

6.1 Pricing

Fees for the Services shall be as set out in the Order Form or, where applicable, as published on relevant procurement frameworks or the Supplier's pricing documentation.

6.2 Taxes

All fees are exclusive of Value Added Tax (VAT) and any other applicable taxes, which shall be payable by the Customer at the prevailing rate.

6.3 Invoicing

The Supplier shall invoice the Customer in accordance with the invoicing schedule set out in the Order Form. Unless otherwise specified, invoicing shall be monthly in arrears.

6.4 Payment Terms

Payment is due within thirty (30) days of the invoice date unless otherwise specified in the Order Form. The Supplier reserves the right to charge interest on late payments at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

6.5 Disputed Invoices

If the Customer disputes any invoice in good faith, it shall notify the Supplier in writing within fourteen (14) days of receipt, providing reasonable details of the dispute. The parties shall work together in good faith to resolve the dispute promptly.

7. Licence and Acceptable Use

7.1 Licence Grant

Subject to the terms of this Agreement and payment of applicable fees, the Supplier grants the Customer a non-exclusive, non-transferable, limited licence to access and use the Services during the Term for the Customer's internal business purposes and, where applicable, to provide access to End Users.

7.2 Permitted Use

The Customer may:

- Access and use the Services in accordance with the Documentation and this Agreement
- Authorise End Users to access the Services within the scope of the licence
- Use the reporting and analytics features to support service delivery and evaluation



7.3 Restrictions

The Customer shall not, and shall ensure that Authorised Users and End Users do not:

- Copy, modify, adapt, translate, or create derivative works of the Services or Platform
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform
- Sublicense, sell, resell, transfer, assign, or distribute the Services to third parties
- Use the Services for any unlawful purpose or in violation of any applicable laws or regulations
- Interfere with or disrupt the integrity or performance of the Services or Platform
- Attempt to gain unauthorised access to the Services, Platform, or related systems
- Remove, alter, or obscure any proprietary notices or labels on the Services

8. Professional Services

8.1 Scope

Where the Customer orders Professional Services, the Supplier shall provide such services as specified in the Order Form or statement of work.

8.2 Delivery Basis

Unless otherwise agreed, Professional Services are provided on a time and materials basis at the day rates specified in the Order Form. Fixed-price service packages may be agreed where appropriate.

8.3 Customer Cooperation

The Customer shall provide timely access to personnel, systems, information, and facilities as reasonably required for the delivery of Professional Services. Delays caused by the Customer's failure to provide such cooperation may result in additional charges or adjusted timelines.

8.4 Outcomes

The Supplier does not guarantee specific outcomes from Professional Services. Professional Services are advisory in nature and the Customer retains responsibility for decisions made based on such services.

9. Data Protection and Privacy

9.1 Compliance

Each party shall comply with its obligations under the UK General Data Protection Regulation, the Data Protection Act 2018, and all other applicable data protection legislation ("Data Protection Laws").

9.2 Roles

For Personal Data processed in connection with the Services:

- The Customer acts as Data Controller
- The Supplier acts as Data Processor



9.3 Supplier Obligations

The Supplier shall:

- Process Personal Data only on documented instructions from the Customer, unless required by law
- Ensure that personnel processing Personal Data are bound by appropriate confidentiality obligations
- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk
- Assist the Customer in responding to data subject requests and in ensuring compliance with Data Protection Laws
- Notify the Customer without undue delay upon becoming aware of any Personal Data breach
- Delete or return all Personal Data at the end of the provision of Services, at the Customer's choice
- Make available to the Customer all information necessary to demonstrate compliance with Data Protection Laws

9.4 Sub-processors

The Customer provides general authorisation for the Supplier to engage sub-processors. The Supplier shall maintain a list of sub-processors and shall notify the Customer of any intended changes, allowing the Customer a reasonable opportunity to object.

9.5 Data Location

Customer Data shall be hosted and processed within the United Kingdom unless otherwise agreed in writing. Any transfer of Personal Data outside the UK shall be subject to appropriate safeguards in accordance with Data Protection Laws.

9.6 Data Processing Agreement

Where required, the parties shall enter into a separate Data Processing Agreement incorporating the terms required by Article 28 of the UK GDPR.

10. Information Security

10.1 Security Measures

The Supplier shall implement and maintain appropriate technical and organisational security measures, including:

- Encryption of data in transit and at rest
- Role-based access controls and audit logging
- Multi-factor authentication options
- Regular penetration testing and vulnerability assessments
- Defined security incident response procedures
- Business continuity and disaster recovery plans
- Regular data backups with defined recovery procedures

10.2 Compliance Standards



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The Supplier shall maintain compliance with relevant security and governance standards including, where applicable:

- NHS Data Security and Protection Toolkit (DSPT)
- NHS Digital Technology Assessment Criteria (DTAC)
- Cyber Essentials or Cyber Essentials Plus certification
- ISO 27001 or equivalent information security management standards

11. Service Levels and Support

11.1 Availability

The Supplier shall use commercially reasonable efforts to make the Platform available 24 hours a day, 365 days per year. The target availability level shall be as specified in the Service Level Agreement or Order Form.

11.2 Scheduled Maintenance

The Supplier may perform scheduled maintenance outside core business hours with reasonable advance notice to the Customer. Scheduled maintenance windows shall be excluded from availability calculations.

11.3 Support Hours

Technical support shall be provided during core service hours as specified in the Service Level Agreement. Emergency support for critical incidents may be available outside core hours where specified.

11.4 Incident Response

The Supplier shall respond to and resolve incidents in accordance with the response and resolution times specified in the Service Level Agreement, prioritised according to the severity and impact of the incident.

11.5 Service Credits

Service credits are not applicable unless expressly agreed in writing in the Order Form or Service Level Agreement.

12. Clinical Governance and Safety

12.1 Clinical Safety Case

Where the Services include medical device components, the Supplier maintains an approved clinical safety case aligned with DCB0129 (Manufacturer) and DCB0160 (Deployer) standards, covering hazard analysis, risk assessment, safety controls, and incident management.

12.2 Supplier Responsibilities

The Supplier is responsible for:

- Platform safety, clinical accuracy of content, and risk detection mechanisms
- Operation and maintenance of the clinical safety case
- Incident reporting and clinical safety monitoring



- Providing safety information, emergency signposting, and escalation pathways within the Platform

12.3 Customer Responsibilities

The Customer is responsible for:

- Referral appropriateness and pathway placement decisions
- Local clinical governance and risk management within their care pathways
- Managing local escalation pathways and crisis response procedures
- Ensuring appropriate use of the Services within local safeguarding arrangements

13. Intellectual Property

13.1 Supplier IP

All Intellectual Property Rights in the Platform, Services, Documentation, and any modifications, enhancements, or derivative works thereof shall remain the exclusive property of the Supplier or its licensors.

13.2 Customer Data

The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants the Supplier a non-exclusive licence to use Customer Data solely as necessary to provide the Services.

13.3 Configuration and Customisation

Configuration, customisation, or adaptation of the Services does not transfer ownership of any underlying Intellectual Property Rights to the Customer unless expressly agreed in writing.

13.4 Feedback

If the Customer provides feedback, suggestions, or ideas relating to the Services, the Supplier may use such feedback without restriction or obligation.

14. Confidentiality

14.1 Obligations

Each party shall keep confidential all Confidential Information of the other party and shall not disclose such information to any third party without the prior written consent of the disclosing party, except as permitted by this Agreement.

14.2 Permitted Disclosures

A party may disclose Confidential Information:

- To its employees, officers, contractors, and professional advisers who need to know such information for the purposes of this Agreement, provided they are bound by appropriate confidentiality obligations
- Where required by law, court order, or any governmental or regulatory authority, including under the Freedom of Information Act 2000



14.3 Freedom of Information

The Supplier acknowledges that the Customer may be subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Supplier may identify information as commercially sensitive, and the Customer shall consult with the Supplier before disclosing such information, but the final decision on disclosure shall rest with the Customer.

15. Liability

15.1 Unlimited Liability

Nothing in this Agreement shall limit or exclude either party's liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any other liability which cannot be limited or excluded by applicable law

15.2 Liability Cap

Subject to clause 15.1, the Supplier's total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the greater of:

- One million pounds (GBP 1,000,000); or
- 125% of the total fees paid or payable by the Customer under the relevant Order Form in the twelve (12) months preceding the claim

15.3 Exclusions

Subject to clause 15.1, neither party shall be liable to the other for:

- Loss of profits, revenue, or anticipated savings
- Loss of business or contracts
- Loss of goodwill or reputation
- Loss or corruption of data (other than the Supplier's obligation to maintain backups)
- Any indirect or consequential loss or damage

16. Warranties and Disclaimers

16.1 Supplier Warranties

The Supplier warrants that:

- It has the right and authority to enter into this Agreement and to grant the licences contained herein
- The Services will be provided with reasonable skill and care
- The Services will materially conform to the Documentation and specifications

16.2 Disclaimer

Except as expressly set out in this Agreement, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

16.3 No Guarantee of Results



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The Supplier does not warrant or guarantee any specific outcomes, results, or benefits from the use of the Services. The Services are provided as tools to support the Customer's operations and decision-making.

17. Term and Termination

17.1 Term

This Agreement shall commence on the date specified in the Order Form and shall continue for the Term specified therein, unless terminated earlier in accordance with this Agreement.

17.2 Renewal

Unless otherwise specified in the Order Form, the Agreement shall automatically renew for successive periods equal to the initial Term, unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current Term.

17.3 Termination for Breach

Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy it within thirty (30) days of receiving written notice specifying the breach.

17.4 Termination for Convenience

The Customer may terminate this Agreement for convenience by providing written notice in accordance with the notice period specified in the Order Form or Framework Agreement. Where no notice period is specified, ninety (90) days' written notice shall apply.

17.5 Termination for Insolvency

Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, enters administration, liquidation, or receivership, or ceases or threatens to cease carrying on business.

17.6 Effects of Termination

Upon termination or expiry of this Agreement:

- All licences granted hereunder shall immediately terminate
- The Customer shall cease all use of the Services
- The Supplier shall, at the Customer's written request, return or securely delete Customer Data in accordance with the agreed data retention schedules
- Each party shall return or destroy all Confidential Information of the other party
- Any accrued rights and obligations shall survive termination

17.7 Exit Assistance

The Supplier shall provide reasonable exit assistance to facilitate an orderly transition, including data export in agreed formats. Standard exit assistance shall be provided without additional charge; extended exit assistance may be subject to additional fees.

18. Force Majeure



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Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, strikes, or failures of third-party telecommunications or power supply.

The affected party shall promptly notify the other party of such circumstances and shall use reasonable efforts to mitigate their effects. If the force majeure event continues for more than ninety (90) days, either party may terminate the affected Order Form upon written notice.

19. Sub-contracting and Assignment

19.1 Sub-contracting

The Supplier may engage sub-contractors or sub-processors to perform any of its obligations under this Agreement, provided that the Supplier shall remain fully responsible for the performance of such sub-contractors.

19.2 Assignment

Neither party may assign, transfer, or novate this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Supplier may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

20. General Provisions

20.1 Entire Agreement

This Agreement, together with the Order Form, applicable Framework Agreement, and Documentation, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.

20.2 Amendments

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

20.3 Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof.

20.4 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

20.5 Third Party Rights

This Agreement does not confer any rights on any person or party other than the parties to this Agreement and their respective successors and permitted assigns pursuant to the Contracts (Rights of Third Parties) Act 1999.



20.6 Notices

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by recorded delivery post, or sent by email to the addresses specified in the Order Form or such other address as may be notified in writing.

20.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

20.8 Jurisdiction

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

20.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

21. Contact Information

For enquiries regarding these Terms and Conditions, please contact:

General Enquiries: contact@cerina.co

Support: support@cerina.co

Website: www.cerinahealth.com

NoSuffering Limited

Trading as Cerina Health

Registered in England and Wales

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Cerina reserves the right to update these Terms and Conditions with appropriate notice to customers.