

Terms & Conditions

Leafnotes Intelligent Care Management System

Leaf AI Ltd

Effective Date: January 2026

Version: 1.0

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

- **"Agreement"** means the contract between the Supplier and the Customer comprising these Terms and Conditions, the Service Definition, and the Call-Off Contract.
- **"AI-Assisted Drafting"** means the artificial intelligence functionality within the Service that supports the drafting and structuring of content.
- **"Authorised Users"** means those employees, agents, and contractors of the Customer who are authorised to use the Service.
- **"Customer"** means the organisation or entity purchasing the Service under a Call-Off Contract.
- **"Customer Data"** means all data, information, and content provided by or on behalf of the Customer or generated through use of the Service.
- **"Data Protection Legislation"** means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any successor or replacement legislation.
- **"Documentation"** means user guides, support materials, and technical documentation relating to the Service.
- **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and any other intellectual property rights.
- **"Leafnotes" or "Service"** means the Intelligent Care Management System provided by the Supplier as described in the Service Definition.
- **"Personal Data"** has the meaning given in the Data Protection Legislation.

- **"Service Definition"** means the document describing the features, functionality, and parameters of the Service.
- **"Special Category Data"** has the meaning given in the Data Protection Legislation.
- **"Supplier"** means Leaf AI Ltd, a company registered in the United Kingdom.
- **"Call-Off Contract"** means the specific contract between the Supplier and Customer setting out service levels, charges, and other commercial terms.

1.2 Interpretation

References to statutes or statutory provisions include those statutes or provisions as amended, extended, or re-enacted. Headings are for convenience only and do not affect interpretation.

2. Scope and Application

2.1 These Terms and Conditions govern the provision and use of Leafnotes and apply to all Customers purchasing the Service.

2.2 The Agreement comprises:

- These Terms and Conditions
- The Service Definition
- The Call-Off Contract
- Any schedules, appendices, or referenced policies

2.3 In the event of conflict between documents, the order of precedence is: (1) Call-Off Contract, (2) Service Definition, (3) these Terms and Conditions.

2.4 The Service is designed for use across children's and adults' social care and related professional services handling sensitive and Special Category Data.

3. Service Provision

3.1 Service Description

The Supplier shall provide Leafnotes as a cloud-hosted Software as a Service (SaaS) solution in accordance with the Service Definition and Call-Off Contract.

3.2 Service Availability

The Supplier shall use reasonable endeavours to meet the service availability targets set out in the Call-Off Contract, subject to planned maintenance, Force Majeure events, and Customer responsibilities.

3.3 Hosting and Data Residency

The Service is hosted on secure cloud infrastructure within UK-based data centres, ensuring data residency within the United Kingdom.

3.4 Updates and Enhancements

The Supplier manages all software updates, patches, security updates, and enhancements as part of the managed SaaS service. The Supplier shall provide advance notification of planned updates where practicable.

3.5 Service Constraints

The Customer acknowledges the service constraints set out in the Service Definition, including:

- Requirements for modern web browsers and reliable internet connectivity
- Limitations of AI-assisted drafting functionality
- Configuration limitations within standard product capabilities
- User responsibility for reviewing voice-based drafting accuracy

4. Supplier Obligations

4.1 Service Delivery

The Supplier shall:

- Provide the Service with reasonable skill and care
- Maintain the hosting infrastructure, including security controls and patching
- Operate backup and disaster recovery arrangements as described in the Service Definition
- Provide incident management and support in accordance with agreed service levels
- Maintain Cyber Essentials Plus certification and work towards ISO/IEC 27001 compliance

4.2 Security

The Supplier shall:

- Implement and maintain technical and organisational security measures appropriate for services handling Special Category Data
- Maintain encryption of data in transit and at rest
- Operate role-based access controls and secure authentication mechanisms
- Apply privacy-by-design and data minimisation principles

- Maintain and update security policies and incident management processes

4.3 Data Protection

The Supplier shall:

- Process Personal Data only in accordance with documented instructions from the Customer
- Comply with the Data Protection Legislation in respect of Personal Data processed as part of the Service
- Maintain appropriate technical and organisational measures to ensure security of Personal Data
- Provide assistance to the Customer in meeting data protection obligations
- Enter into a separate Data Processing Agreement where required

4.4 Business Continuity

The Supplier shall maintain business continuity and disaster recovery arrangements proportionate to service criticality, including regular automated backups and documented recovery procedures.

4.5 Onboarding Support

The Supplier shall provide structured onboarding support including system configuration, user setup, template configuration, and guided onboarding sessions as agreed in the Call-Off Contract.

4.6 Training and Support

The Supplier shall provide:

- User training and guidance materials
- Ongoing user support through designated support channels
- Guidance on appropriate use of AI-assisted drafting
- Access to Documentation

5. Customer Obligations

5.1 Authorised Use

The Customer shall:

- Ensure the Service is used only by Authorised Users and only for lawful purposes
- Ensure use complies with applicable laws, regulations, professional standards, and local policies

- Not use the Service in any way that breaches Data Protection Legislation or infringes third-party rights
- Not attempt to access, modify, or interfere with the Service beyond authorised functionality

5.2 User Management

The Customer shall:

- Manage user accounts, credentials, and permissions appropriately
- Ensure timely creation, modification, and removal of user accounts
- Maintain the confidentiality of user credentials
- Notify the Supplier immediately of any unauthorised access or security breach

5.3 Professional Responsibility

The Customer acknowledges that:

- AI-assisted drafting is assistive only and does not make decisions or replace professional judgement
- Authorised Users must review, validate, and approve all records created using AI-assisted drafting before final use
- Professional responsibility, accountability, and decision-making remain with the Customer and its Authorised Users
- The Supplier does not validate, approve, or make decisions regarding drafted content

5.4 Technical Requirements

The Customer shall:

- Maintain suitable devices with modern, supported web browsers
- Ensure reliable internet connectivity for access to the Service
- Ensure mobile devices meet minimum requirements for the mobile application

5.5 Data Accuracy

The Customer is responsible for the accuracy, quality, and lawfulness of Customer Data and the means by which the Customer acquired such data.

5.6 Information Governance

The Customer shall:

- Comply with applicable information governance requirements

- Maintain appropriate data protection, confidentiality, and record-keeping practices
- Ensure lawful processing of Personal Data and Special Category Data
- Conduct appropriate Data Protection Impact Assessments where required

6. Intellectual Property Rights

6.1 Supplier IP

All Intellectual Property Rights in the Service, Documentation, and any materials created by the Supplier remain the property of the Supplier or its licensors. The Customer is granted only the rights expressly set out in this Agreement.

6.2 Licence Grant

The Supplier grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Service during the term solely for the Customer's internal business purposes in accordance with this Agreement.

6.3 Customer Data

The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants the Supplier a licence to use, store, and process Customer Data solely to provide the Service and fulfill obligations under this Agreement.

6.4 Restrictions

The Customer shall not:

- Copy, modify, or create derivative works of the Service or Documentation
- Reverse engineer, decompile, or disassemble the Service
- Rent, lease, sublicense, or transfer the Service to third parties
- Remove or alter any proprietary notices on the Service or Documentation

7. Data Protection and Privacy

7.1 Data Processing

The parties acknowledge that the Customer is the Data Controller and the Supplier is the Data Processor in respect of Personal Data processed through the Service.

7.2 Data Processing Agreement

Where required by Data Protection Legislation, the parties shall enter into a separate Data Processing Agreement setting out detailed terms for the processing of Personal Data.

7.3 Data Security

The Supplier shall process Personal Data in accordance with the security measures described in the Service Definition and any Data Processing Agreement.

7.4 Data Subject Rights

The Supplier shall provide reasonable assistance to the Customer in responding to requests from data subjects exercising their rights under Data Protection Legislation.

7.5 Data Breach Notification

The Supplier shall notify the Customer without undue delay upon becoming aware of any Personal Data breach affecting Customer Data.

8. Confidentiality

8.1 Each party shall keep confidential all information received from the other party that is designated as confidential or would reasonably be considered confidential.

8.2 Confidential information may be disclosed:

- To employees, officers, or advisers who need to know the information
- As required by law or regulatory authority
- Where already in the public domain other than through breach of this clause

8.3 The obligations of confidentiality shall survive termination of this Agreement.

9. Charges and Payment

9.1 Charges

The Customer shall pay the charges set out in the Call-Off Contract in accordance with the payment terms specified therein.

9.2 Payment Terms

Unless otherwise specified in the Call-Off Contract, invoices are payable within 30 days of the invoice date.

9.3 Late Payment

Late payments may incur interest in accordance with applicable law and the terms of the Call-Off Contract.

9.4 Variation of Charges

The Supplier may vary charges on renewal or as otherwise permitted in the Call-Off Contract, subject to providing reasonable notice.

10. Term and Termination

10.1 Term

This Agreement commences on the date specified in the Call-Off Contract and continues for the initial term specified, unless terminated earlier in accordance with this clause.

10.2 Renewal

The Agreement may be renewed for successive renewal periods as set out in the Call-Off Contract.

10.3 Termination for Convenience

Either party may terminate this Agreement by providing written notice as specified in the Call-Off Contract.

10.4 Termination for Breach

Either party may terminate this Agreement immediately by written notice if:

- The other party commits a material breach and fails to remedy it within 30 days of written notice
- The other party becomes subject to insolvency proceedings or ceases to carry on business

10.5 Suspension

The Supplier may suspend the Service immediately if:

- The Customer fails to pay undisputed charges when due
- The Customer uses the Service in breach of this Agreement in a manner that poses security or legal risks
- Suspension is required by law or regulatory authority

11. Effects of Termination

11.1 Data Export

Upon termination or expiry, the Customer may request export of Customer Data in agreed formats. The Supplier shall use reasonable endeavours to provide such export within a reasonable timeframe.

11.2 Data Deletion

Following successful data export or as otherwise agreed, the Supplier shall securely delete or purge Customer Data, subject to legal, regulatory, and contractual retention requirements.

11.3 Confirmation

The Supplier shall provide written confirmation of data deletion where applicable.

11.4 Cessation of Access

Upon termination, all licences and access rights granted to the Customer shall immediately cease.

11.5 Surviving Provisions

Clauses relating to intellectual property, confidentiality, data protection, limitation of liability, and any other provisions intended to survive shall continue after termination.

12. Limitation of Liability

12.1 Unlimited Liability

Nothing in this Agreement excludes or limits liability for:

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

12.2 Excluded Losses

Subject to clause 12.1, neither party shall be liable for:

- Loss of profits, revenue, or business
- Loss of anticipated savings
- Loss of business opportunity

- Loss of goodwill or reputation
- Any indirect or consequential losses

12.3 Cap on Liability

Subject to clauses 12.1 and 12.2, each party's total aggregate liability under this Agreement shall not exceed the total charges paid or payable by the Customer in the 12 months preceding the event giving rise to liability.

12.4 Customer Responsibility

The Supplier shall not be liable for:

- Losses arising from the Customer's failure to review and validate AI-assisted content
- Decisions made by the Customer based on Service outputs
- Losses caused by inadequate internet connectivity or unsuitable devices
- Unauthorised access resulting from the Customer's failure to maintain credential security

13. Warranties and Disclaimers

13.1 Supplier Warranties

The Supplier warrants that:

- It has the right and authority to provide the Service
- The Service shall be provided with reasonable skill and care
- It shall comply with applicable laws in providing the Service

13.2 Customer Warranties

The Customer warrants that:

- It has authority to enter into this Agreement
- Customer Data does not infringe third-party rights
- Its use of the Service complies with applicable laws

13.3 Disclaimer

Except as expressly set out in this Agreement:

- The Service is provided "as is" without warranties of any kind
- The Supplier does not warrant that the Service will be uninterrupted or error-free

- The Supplier does not warrant the accuracy, completeness, or reliability of AI-assisted drafting outputs
- All implied warranties are excluded to the fullest extent permitted by law

13.4 Professional Responsibility

The Customer acknowledges that the Service is a tool to assist professional practice and does not constitute professional advice. Professional judgement and decision-making remain the Customer's sole responsibility.

14. Indemnities

14.1 Customer Indemnity

The Customer shall indemnify the Supplier against claims arising from:

- The Customer's breach of this Agreement
- Unlawful or unauthorised use of the Service by Authorised Users
- Infringement of third-party rights by Customer Data
- Decisions made based on outputs from AI-assisted drafting without proper professional review

14.2 Supplier Indemnity

The Supplier shall indemnify the Customer against claims that the Service infringes third-party Intellectual Property Rights, provided such claims do not arise from Customer modifications or misuse.

15. Force Majeure

15.1 Neither party shall be liable for failure or delay in performance due to circumstances beyond its reasonable control, including acts of God, war, terrorism, civil unrest, industrial disputes, epidemics, failure of telecommunications or internet infrastructure, or acts of government.

15.2 The affected party shall notify the other party promptly and use reasonable efforts to mitigate the effects of the Force Majeure event.

15.3 If Force Majeure continues for more than 60 days, either party may terminate the Agreement by written notice.

16. Dispute Resolution

16.1 Escalation

The parties shall attempt to resolve disputes through good faith negotiations between senior representatives.

16.2 Mediation

If disputes cannot be resolved through negotiation within 30 days, the parties may agree to mediation before resorting to legal proceedings.

17. General Provisions

17.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings.

17.2 Variation

No variation of this Agreement shall be valid unless in writing and signed by authorised representatives of both parties.

17.3 Waiver

No failure or delay in exercising any right shall constitute a waiver of that right.

17.4 Severability

If any provision is found invalid or unenforceable, it shall be severed and the remainder shall continue in full force.

17.5 Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except the Supplier may assign to a group company or successor in business.

17.6 Third Party Rights

No third party has any right to enforce any term of this Agreement.

17.7 Notices

Notices must be in writing and delivered by email or post to the addresses specified in the Call-Off Contract. Notices are deemed received when delivered.

17.8 Relationship

Nothing in this Agreement creates a partnership, agency, or employment relationship between the parties.

17.9 Governing Law

This Agreement is governed by the laws of England and Wales.

17.10 Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

18. Schedule: Support and Service Levels

18.1 Detailed service levels, support response times, incident classification, and escalation procedures shall be set out in the Call-Off Contract or a separate Service Level Agreement.

18.2 Support channels, hours of operation, and contact details shall be communicated during onboarding and maintained throughout the service term.

18.3 Service performance against agreed levels shall be monitored and reported as specified in the Call-Off Contract.

END OF TERMS AND CONDITIONS

For questions regarding these Terms and Conditions, please contact Leaf AI Ltd through the designated support channels.