

DrugRound Website Terms & Conditions

PharmaEthical Ltd

Last updated: [21 Jan 2026]

1. Who we are and what these Terms cover

These website Terms & Conditions (“Terms”) apply to your access to and use of the DrugRound website and the DrugRound electronic medicines administration record (eMAR) service (the “Service”). The Service is operated by PharmaEthical Ltd (company number: [11472869]) of [Lumiere 12 Osprey Gardens, Whitfield, Dover, England, CT16 3FP] (“PharmaEthical”, “we”, “us”). By using the website or the Service, you agree to these Terms.

2. Key points

- DrugRound is provided free of charge, unless we agree paid add-ons or services in writing.
- We target **99.98% monthly availability**, but we do not offer service credits or refunds.
- You are responsible for keeping user accounts secure and using the Service lawfully.
- We process Customer Data as a processor under UK GDPR (you are the controller).
- We can suspend access if needed to protect the Service, users, or comply with law.

3. Contact and notices

If you need to contact us, please use: [**support@druground.com**] (or the contact details shown on the website). We may send operational notices by email to your nominated admin contact and/or via in-app notifications.

4. Account access and acceptable use

You must ensure only authorised users access the Service. You must not share credentials unless explicitly permitted. You (and your users) must not:

- Use the Service unlawfully or in a way that breaches confidentiality or data protection obligations.
- Upload malware, attempt to bypass security, or interfere with the Service or other users.

- Reverse engineer, decompile, or attempt to extract source code (except where permitted by law).
- Use the Service to process data you are not authorised to process.

If we reasonably believe there is a security risk, misuse, or material breach, we may suspend access while we investigate.

5. Service availability (SLA target)

We use commercially reasonable efforts to make the Service available with a monthly availability target of **99.98%**, measured as follows:

Availability calculation:

$(\text{Total minutes in the month} - \text{Unavailable minutes}) \div \text{Total minutes in the month} \times 100$

Unavailable minutes:

Minutes when the core DrugRound production service is not available for general use.

Exclusions:

- Planned maintenance (where practicable, we provide notice).
- Emergency maintenance required for security or stability.
- Issues caused by your devices, network, connectivity, or configuration.
- Third-party failures outside our reasonable control (e.g., major cloud/internet/DNS outages).
- Force majeure events (see section 14).

No service credits, refunds, or financial compensation apply for failure to meet the availability target because DrugRound is provided free of charge. The availability target is a performance target and not a guarantee of uninterrupted service.

6. Fees

DrugRound is provided free of charge. We may offer optional paid items (for example integrations, bespoke configuration, training, or non-standard data exports). Any paid items will be agreed in writing (for example an Order Form or quote) and may be subject to additional terms.

7. Intellectual property

We (and our licensors) own all intellectual property rights in the website, the Service, and the Documentation. You may use the Service only for your internal business purposes in accordance with these Terms. You retain ownership of Customer Data.

8. Customer Data and data protection

For Customer Data, you are the controller and we are the processor under UK GDPR unless agreed otherwise. We process Customer Data only on your instructions and as needed to provide and support the Service. We implement appropriate technical and organisational measures to protect Customer Data and use approved sub-processors where needed. If international transfers occur, we implement appropriate safeguards (e.g., UK IDTA/UK Addendum where applicable).

Our Privacy Notice and Cookie Notice explain how we handle personal data on the website: **[Privacy Notice URL]** and **[Cookie Notice URL]**.

9. Confidentiality

Each party may receive the other's confidential information. Each party must keep it confidential and use it only to perform under these Terms, and protect it with at least reasonable care. This does not apply to information that is public, independently developed, or lawfully obtained from a third party.

10. Support and maintenance

Support channels and hours are shown on the website or in Documentation. We may perform planned and emergency maintenance. We aim to minimise disruption and provide notice where practicable.

11. Suspension and termination

You may stop using the Service at any time. We may suspend or terminate access if there is misuse, a security risk, infringement of our intellectual property, or if required by law. Where the Service is provided free of charge, termination does not entitle either party to any refund, credit, or compensation.

On termination, we will make Customer Data available for export for **30 days** (unless legally prohibited). After that, we may delete Customer Data in line with our retention policy.

12. Warranties and disclaimers

We will provide the Service with reasonable skill and care. Except as expressly stated in these Terms, the website and Service are provided "as is". We exclude implied warranties to the fullest extent permitted by law, subject to statutory rights that cannot be excluded.

13. Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law. Subject to the previous sentence, neither party is liable for indirect or consequential loss, or loss of profits, revenue, goodwill, or anticipated savings. Subject to the same carve-outs, each party's total

aggregate liability arising out of or relating to these Terms is capped at **£1,000** (reflecting that the core Service is provided free of charge).

14. Force majeure

Neither party is liable for delay or failure caused by events beyond reasonable control (for example widespread internet failures, natural disasters, war, strikes, pandemic events, or government action). The affected party must take reasonable steps to mitigate and notify the other.

15. Changes to these Terms

We may update these Terms from time to time by posting an updated version on the website and updating the “Last updated” date. If a change is materially adverse and not required by law or security, you may stop using the Service.

16. Governing law

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.