

## DrugRoute – SaaS Terms and Conditions (Free Service + 99.98% SLA, No Credits)

**Effective date:** 30/01/2026

These Terms and Conditions (“**Terms**”) govern access to and use of the DrugRoute software-as-a-service platform (the “**Service**”). By creating an account, clicking “I agree”, or using the Service, you agree to these Terms.

### 1) Who we are

The Service is provided by **Pharmaethical LTD** (“**we**”, “**us**”, “**our**”).

Company number: **11472869** | **Lumiere 12 Osprey Gardens, Whitfield, Dover, England, CT16 3FP**

### 2) Definitions

- **Customer:** the organisation using DrugRoute.
- **Authorised Users:** individuals the Customer permits to use the Service.
- **Customer Data:** all data uploaded to or generated by/for the Customer in the Service (including route, stop, tracking, timestamps, and proof-of-delivery metadata if enabled).
- **Personal Data:** includes **driver details, patient/recipient name, and delivery address**, and any other data that identifies an individual.
- **SLA:** the service level commitments in **Schedule 2**.

### 3) Eligibility and account security

3.1 The Customer is responsible for Authorised Users’ actions and access controls.

3.2 You must keep credentials confidential and use MFA where available.

3.3 Notify us promptly of suspected unauthorised access or compromise.

### 4) Licence and permitted use

4.1 We grant the Customer a **non-exclusive, non-transferable, revocable** right to access and use the Service **free of charge** during the Term, solely for the Customer’s internal business operations.

4.2 The Customer must ensure Authorised Users comply with these Terms.

### 5) Acceptable use

You must not (and must not permit others to):

- reverse engineer, decompile, modify, or create derivative works (except as permitted by law);

- bypass access controls, probe/scan the Service, introduce malware, or materially interfere with availability;
- use the Service unlawfully or without a lawful basis for processing Personal Data;
- upload data you do not have the right to use.

We may suspend access to protect the Service, users, or data (see clause 13).

## **6) Free service, changes, and discontinuation**

**6.1 No fees:** The Service is provided at **£0** unless and until we introduce paid plans.

**6.2 Changes:** We may update features, integrations, and the user interface.

**6.3 Future paid plans:** If we introduce paid plans, we will provide reasonable notice and you can choose to migrate or stop using the Service.

**6.4 Discontinuation:** We may discontinue the Service (or a feature) by giving reasonable notice where practicable, and will provide a reasonable period for data export (see clause 15).

## **7) Support (24/7/365)**

**7.1** We provide **24 hours a day, 365 days a year** remote support via: [email/ticket portal/phone].

**7.2** Support is subject to fair use and may be prioritised by severity (see Schedule 2).

## **8) SLA (99.98% availability) – no credits**

**8.1** Our SLA is set out in **Schedule 2**.

**8.2 No service credits/refunds:** Because the Service is free, **no refunds or service credits** apply if the SLA is missed. Remedies are limited to those in Schedule 2 and your right to stop using the Service.

## **9) Customer responsibilities and operational assurance**

**9.1** The Customer is responsible for the accuracy, legality and completeness of Customer Data (including correct recipient names and delivery addresses).

**9.2** The Service supports logistics planning and tracking. It does **not** replace operational SOPs, professional judgement, or regulatory obligations.

**9.3** The Customer is responsible for devices, connectivity, and user training.

## **10) Data protection (UK GDPR)**

**10.1 Roles:** For Personal Data in Customer Data, the Customer is the **Controller** and we are the **Processor**.

**10.2 Controller obligations:** The Customer must ensure it has a lawful basis and provides required privacy information to drivers and recipients/patients, including for processing of recipient/patient names and addresses.

**10.3 Processor obligations:** We will process Personal Data only on documented instructions and as required to provide and secure the Service, and we will implement appropriate technical and organisational measures.

**10.4 Special category caution:** If you upload information revealing health status (e.g., medication details or anything that implies a person's medical condition), this may be **special category data**. The Customer must ensure additional safeguards and conduct a DPIA where appropriate.

## **11) Security**

We maintain reasonable technical and organisational security measures appropriate to the risks (e.g., access controls, logging/monitoring, encryption in transit, vulnerability management). No system is entirely risk-free.

## **12) Intellectual property**

12.1 We own all IP rights in the Service and Documentation.

12.2 The Customer owns Customer Data.

12.3 You grant us a licence to host, process, transmit, and display Customer Data solely to provide, maintain, secure and improve the Service and to comply with law.

## **13) Suspension**

We may suspend access (in whole or part) if we reasonably believe:

- there is a security threat or suspected compromise;
- use breaches these Terms; or
- we must do so to comply with law or protect the Service/users.  
We will restore access as soon as reasonably practicable once the issue is resolved.

## **14) Term and termination**

14.1 These Terms start when you first use the Service and continue until terminated.

14.2 You may stop using the Service at any time.

14.3 We may terminate or suspend for material breach, security risk, or legal requirement.

14.4 On termination, access ends and clause 15 applies.

## **15) Data export and deletion**

**15.1 Export:** During the Term and for **30 days** after termination, you may request an export of Customer Data in a reasonable standard format.

**15.2 Deletion:** After that period, we may delete Customer Data from production systems, subject to legal retention and backup retention.

15.3 **Backups:** Backup copies may persist for a limited time in accordance with our retention policy.

## **16) Confidentiality**

Each party will keep the other's confidential information confidential and use it only to perform obligations under these Terms, with standard exceptions (public domain, independently developed, required by law).

## **17) Warranties and disclaimers**

17.1 We will provide the Service with reasonable skill and care.

17.2 Except as stated, the Service is provided **"as is"** and we exclude implied warranties to the maximum extent permitted by law.

17.3 We do not warrant uninterrupted or error-free operation; the SLA describes our availability approach.

## **18) Limitation of liability**

18.1 Nothing limits liability for death/personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

18.2 Subject to 18.1, we are not liable for indirect or consequential losses, loss of profit/revenue, loss of business, loss of goodwill, or loss of anticipated savings.

18.3 Subject to 18.1 and 18.2, our total aggregate liability in any 12-month period will not exceed **£1000**.

18.4 We are not responsible for failures caused by Customer devices/connectivity, third-party networks, or third-party integrations outside our reasonable control.

## **19) Third-party services and integrations**

The Service may rely on third-party services (e.g., maps, messaging, hosting). Those services are outside our control and may be governed by separate terms.

## **20) Force majeure**

Neither party is liable for failures due to events beyond reasonable control (e.g., major outages, disasters, strikes).

## **21) Changes to these Terms**

We may update these Terms. If changes are material, we will provide reasonable notice (email or in-app). Continued use after the effective date constitutes acceptance.

## **22) Governing law and jurisdiction**

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