



Terms & Conditions for Subscribers

G-Cloud 15

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Terms for Subscribers

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Terms for Subscribers

These terms explain how Mydex allows you, a Subscriber to use our Services to:

- Manage your relationships with your clients, customers and users who are Mydex Members and who grant you access to their Data through their personal domain or through our API; and/or
- Use our API to send or receive Data available through our Services or through our API.
- Develop and deploy Applications that add value to Mydex Members by acting on their Data in some form or manner either on a stand alone basis or by interaction with other services outside the Mydex Services under the terms of a Data Sharing Agreement.

Please read these terms carefully before using our Services. By using our Services, you indicate that you accept these terms and agree to abide by the applicable law, our [Charter](#), these terms and the terms of any related Data Sharing Agreement.

Where any conflict or inconsistency arises, the order of precedence will be as follows: the applicable law, our Charter, and these terms and the terms of any related Data Sharing Agreement.

Without limiting the general nature of the foregoing, you acknowledge and agree that compliance with the Charter requires you to comply with the principles set out in the Data Protection Act 1998 and equivalent legislation in any other jurisdiction which may be relevant.

In accordance with our Charter, we cannot and shall not share a Member's Data with you without the Member's permission.

In this Agreement:

- Words shown in bold have the meanings set out in our [glossary](#)
- "Including" means "including without limitation" and similar expressions shall be construed accordingly
- We, us and our will refer to Mydex
- You, your and yours will refer to you, the Subscriber.

1. ABOUT US, OUR SERVICES AND THESE TERMS

Our Cloud Software as Service offerings located at

- Personal Data eXchange (PDX) API <https://api.mydex.org>
- Personal Data eXchange Sandbox (SBX) API <https://sbx.mydex.org>
- Identity as a Service (IDaaS) API <https://op.mydexid.org>
- Identity as a Service Sandbox (IDaaS SBX) API <https://sbx-op.mydexid.org>
- Master Reference Data Services (MRD) API <https://api-mrd.mydex.org>
- Login and Consent Application <https://login.mydexid.org/>
- Subscriber Management Application <https://connection-manager.mydex.org/>
- People Application / Personal Data Store <https://my.mydex.org/>
- Included Subscriber Application <https://Included.io>
- Included People Application <https://Included.me>
- Service Provider application <https://sp.mydex.org/>

are operated by Mydex Data Services Community Interest Company. We are registered in Scotland under company number SC319767 and have our registered office at 50 / 4 Cumberland Street Edinburgh EH3 6RG.

Contact us support@mydex.org : If you have any questions, or need support for your use of our Services.

Our Services: Our Services give our Members the tools to manage their Data and control who is allowed to access it, and enable subscribers to manage Data through the use of our tools and platforms including our API.

Data stored by our Members in their Personal Data Store is stored by us in an encrypted form that neither we can read.

In accordance with these terms, the Permissions granted to you by each individual Member and our [Charter](#) shall allow you to access certain Data to the extent agreed by the relevant Member.

Changes to these terms: From time to time we may be required to make changes to these terms to reflect changes in relevant laws and/or regulatory requirements. We

may also revise these terms to reflect changes in market conditions affecting our business, changes in technology or our business model, , and changes in our systems. Wherever reasonably possible we will consult with you prior to making any changes that (in our reasonable opinion) will affect your use of our Services by publishing a consultation paper on our site inviting responses.

We will give you as much notice as reasonably possible that our terms are changing by emailing you. We will also update this web page to reflect any changes we make. We ask that you check this page from time to time to take notice of any changes, as they may be binding on you. If you don't agree to a change, you can stop using our Services before the change comes into effect by closing your Account.

All subscribers should note sections 3 and 11, which give important information on the limits of our Services, our liability to you and your liability to us.

2. YOUR STATUS

By registering to use our Services you confirm that:

- you are legally capable of entering into binding contracts
- if you are an individual, you are at least 18 years old
- if you are acting for an organisation (such as a company, public authority, charity or partnership), you are authorised to enter into these terms for and on behalf of that organisation
- by accessing and using our Services, you are complying with all applicable laws and regulations in the country in which you are located.

3. ACCESSING AND USING OUR SERVICES

Access & registration: In order to use our Services, you will need to create an Account, select a service plan and pay the applicable fees, as described in this section 3 and section 7.

API: In order to access certain functionality, you may need to use our API. You will need to ensure that your systems can support our API and that you use our API in accordance with the guidance in our documentation site located at <https://dev.mydex.org> .

You may only use our API to access and use our Services in accordance with these terms. Except to the extent expressly permitted under these terms or at law, you may not attempt to:

- Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute our API, or
- Reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form the code of our API.

We reserve the right to amend the API without warning. We will not be liable if for any reason our API is unavailable for use at any time or for any period except under our SLA (see section 4).

Use of your Account and security: You are responsible for all use of your security details and your Account, including use of our API using your login. You must treat your username and Password, and any other security details, as confidential, and not disclose them to any other person. You must also prevent unauthorised access to your Account.

We have the right to suspend or close any Account with us and terminate your right to use our Services, if (in our opinion) you have failed to comply with any part of these terms, and as set out in sections 9 and 10.

You are responsible for ensuring that all persons who use our Services on your behalf are aware of these terms, and that they comply with them.

Where we consider that a prospective Subscriber's aims or conduct may not be compatible with the Mydex Charter or these terms, we reserve the right to refuse to provide access to our sites, to provide our Services to, or permit the use of our API by, any person.

You may only use the Data that you obtain through our Services in accordance with the terms applicable to the Use of Personal Data – see section 6.

How you can access our Services: You require an account which can be set up free of charge using our [Connection Manager](#) online service.

The Connection Manager provides you with the ability to get your own API ClientIDs and request a Dedicated Connection to use on our developer test environment we call

the Sandbox. The details of our API services are available online via our free to access documentation site at <https://dev.mydex.org/>

You will not be able to progress to using our live platform until you have paid your initial subscription fees to use the Mydex platform services.

Support service: All Subscribers may access and use our online support materials – please see <https://dev.mydex.org>.

If you believe that you have made a mistake when ordering our Services, please do not use our Services and contact us within 24 hours so that we can try to resolve it.

4. SLA

As defined within the G-Cloud Cloud Software and Services entry.

5. INTELLECTUAL PROPERTY RIGHTS

Our Site and our Services: We are the owner or the licensee of all intellectual property rights on our Site, in the material published on our Site and to our Services. Those works are protected by copyright laws and treaties around the world. All rights not granted to you in these terms are reserved.

We confirm that we have all the rights in relation to our Site and the services that are necessary to grant all the rights we purport to grant to you under these terms. If this proves to be untrue, your exclusive remedy shall be as follows: We shall defend you against any claim that our Site or our Services infringe any patent, copyright, trade mark, database right or right of confidentiality, subsisting or registered (as applicable) in the United Kingdom, and reimburse you for any damages finally awarded against you at court (or under a court approved settlement) in respect of such a claim, provided that: (i) we are notified of any such claim being initiated within 10 days of you first becoming aware of it; (ii) we are given sole authority to defend or settle the claim; (iii) you provide reasonable co-operation to us in the defence and settlement of such claim; and (iv) you use your best endeavours to minimise our liability in respect of the claim including by not using the allegedly infringing parts of our Site and our Services. In the event of such a claim arising, or we believe that the services may infringe the intellectual property rights of another person, we may: (i) modify the services so as to no longer infringe those rights; (ii) obtain a licence from that other person for the continued use of the services as envisaged by these terms; or (iii) close your Account and refund you any prepaid fees in respect of our Services that you have not used as at the date of closure.

Inputs: Data and Code that you input through our Site or our Services shall belong to you or your licensors, but you permit us a royalty-free, worldwide, irrevocable, perpetual licence and right to use and display that Data and Code and without any restriction in order to provide our Services to you and our members. This right will continue even if you close your Account or stop using our Services. You are responsible for making sure that you have all rights in the Data that you input as are necessary for you to grant us the foregoing licence and right. You are responsible for making sure that any Data and Code that you input is compatible with our

API. You are also responsible for taking any steps necessary for protecting the rights in the Data and Code that you input - we do not accept responsibility for unauthorised use of the Data or Code that you input by third parties.

Trade Marks: "Mydex" and the Mydex logo are both trade marks of Mydex. "Mydex" is registered with the UK Intellectual Property Office under registration number 2490476.

6. USE OF PERSONAL DATA

Ownership: The Data each Member stores in his or her PDS belongs to that Member, and that Member alone determines who can access the Data. Every Subscriber must observe our Charter, which sets out the principles behind Mydex including the use of our Members' Data and the creation of Applications for use by our Members and Subscribers.

Data selection: You will need to identify the Data necessary for the provision of the Subscribers connecting Services and which you wish to access through our Services and enter into a Data Sharing Agreement with each Member in respect of that Data.

Permissions: Each Data Sharing Agreement shall contain certain Permissions. By entering into the Data Sharing Agreement, the Member grants us permission to allow you to access his or her Data to the extent set out in the relevant Data Sharing Agreement.

You can view the latest version of the [Mydex Data Sharing Agreement template](#), in which the Permissions granted to you by each Member will be set out as part of your connection.

Payment for Data: A Member may charge a fee for the use of his or her Data or you may offer a fee to a Member, for example, if you wish to use Data for market research purposes. The price payable for Data may be set by you or by the relevant Member.

If you do not pay a fee which you have agreed with a Member you will be in breach of the relevant Data Sharing Agreement.

Compliance: The Data Sharing Agreement is between you and the relevant Member. However, if you breach a Data Sharing Agreement, and that (directly or indirectly) causes us to incur costs or losses or a liability to another person, on demand, you will fully reimburse us for those costs (including legal fees), losses, and liability. We may also terminate your use of any particular Member's Data or the use of our Services if you are in breach of any Data Sharing Agreement. Before exercising this right we will, where we consider it appropriate, provide you with an opportunity to make representations.

Availability: We will do our best to ensure that our systems are available in accordance with our SLA (see section 4). However, we cannot guarantee or be held responsible for the availability (or continued availability) of any Member Data.

Policies: You undertake that any policies relating to the handling of Member Data submitted to us for approval prior to the date of this Agreement shall not be varied without our explicit written consent.

7. USING DATA

You must comply with any Data Sharing and Services Agreements you have entered into with our Members at all times (even after you close your Account with us).

Your use of any Data is at your sole risk. You are fully responsible for the use of all Data that is provided to you, whether that is your own use or use by another person that gains access to the Data through you or your systems.

You may not use, store or transfer the Data that you obtain through use of our Services except to the extent that this is expressly permitted in the relevant Data Sharing Agreement.

8. FEES, PAYMENT AND TAXES

We charge for Subscribers making a connection to our APIs and applications which is based on the number of service connections you make and the number of Members you connect to with those services or the number of registered users for an application.

These subscription fees are calculated and updated as connections to Members and systems increase or the number of registered users for an applications. Please see our pricing guide for up to date information about charges and fees

Charges are payable as follows:

To be inserted

9. SUSPENSION AND INTERRUPTION

Suspension: We may suspend access or use to any portion or all of our Site or our

Services at any time if we decide that:

- Your or another user's use of our Site or our Services (i) poses a security risk to us, you, or another person, (ii) may adversely impact our Site, our Services, the Data, the Data Subjects, you, or any other person, or (iii) may cause us, you, or any other person to incur a liability
- You are in breach of these terms or the terms of any Data Sharing Agreement, including if you haven't paid us or any Member any amount you owe when it is due (such as if a card payment is refused)
- It is required by law.

If we suspend your right to access or use any portion or all of our Site or our Services:

- You remain responsible for all fees and other amounts that you owe to us and our Members (including fees for services that you continue to have access to)
- You will not be entitled to any credit under the SLA (as referred to in section 6) for any period of suspension
- unless we close your Account under section 9, we will reinstate your Account once we are satisfied that the circumstances causing the suspension have passed.

Our right to suspend is in addition to our right to close your Account.

Interruption outside of our control: We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. This includes any act, event, non-happening, omission or accident such as: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of public or private telecommunications networks (including the internet); the acts, decrees, legislation, regulations or restrictions of any government; and the effects of any denial or service attack, virus or other malicious action against our systems.

10. CLOSING YOUR ACCOUNT

Closure by you: You can close your Account with us at any time through your online

Account interface. Once you close your Account, the agreement between us for the provision of our Services to that Account, and use of our Services, will end.

Closure by us: We can close your Account:

- by giving you notice, the period of which shall be set out in the notice but which shall never be less than 12 days (save where required by law - see section 1 above)
- immediately, if:
 - we can suspend, or have suspended your Account, under section 9 as a result of circumstances caused by your actions or omissions
 - you become bankrupt or subject to any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors
 - you cause us to incur liability to another person
 - you prejudice our agreements with our Members
 - our relationship with a third party who provides software or other technology we use to provide our Site or our Services ends or requires us to substantially change our Site or our Services
 - we believe that continuing to providing our Site or our Services is likely to create a substantial economic or technical burden or material security risk for us
 - we believe that your use of our Site or our Services has brought us, or may bring us, into disrepute
 - if We determine use of our Site or our Services by you has become impractical or unfeasible for any legal or regulatory reason
 - if You are in breach (be it material breach or any other breach) of these terms or the terms of any Data Sharing Agreement, or (in accordance with section 6) if your Account is inactive
 - if your Account is inactive for longer than three months, where inactive means that neither you nor any of your Members' Connections has accessed your Data during that time.

Effect of closing your Account: You will not receive any refund if your Account is closed by you, or if we close your Account for reasons caused by your actions or omissions. If we close your Account for reasons that are not caused by your actions or omissions, we will refund any unused amounts you have paid to us.

We will archive your Account Data after your Account is closed, and you will not be able to access your Account Data. You will be able to retrieve your Account Data for up to six months if you decide to reactivate your Account. We may charge a fee for this service. If you do not reactivate your Account within this period, we will delete your Account Data and it will not be recoverable. We will not be responsible to you for any Data that you are subsequently unable to access or retrieve when your Account closes.

Please note that some code that you input into our systems may not be deleted, and that we may continue to use it in accordance with these terms.

Once your Account is closed:

- you must stop using our API and Application Services and any related material
- you will remain responsible for any unpaid fees or other amounts owed to us
- you must stop using any Member Data held by you and unless required for legal or regulatory reasons to store such Data, you must destroy it immediately
- you will not have any future rights under these terms or the terms of any Data Sharing Agreement
- any of these terms that must continue in force to fulfil its purpose will do so and remain binding.

11. YOUR LIABILITY TO US, AND LIMITS ON OUR LIABILITY TO YOU

Our total maximum aggregate liability to you for all matters arising out of or in connection to our Site and our Services will be limited to the lower of: (i) the total amount of subscription fees that you have paid to us in the six months prior to the occurrence of the event first giving rise to a claim, or (ii) £5,000

We have no liability or responsibility for the Data on our Site, or available through our Services. Your rights of recourse in respect of the Data are against the owner of the Data, not us.

The material displayed on our Site or through our Services is provided without any guarantees, conditions or warranties as to its accuracy. Our Site, our Services and the Data, are provided 'AS IS'. We do not promise that our Site and our Services will be uninterrupted, error-free or completely secure. To the extent permitted by law:

- we exclude, responsibility for results obtained from the use of our Site or our

Services and for conclusions drawn from such use

- we exclude all conditions, warranties and other terms that might be implied by law
- neither you nor we will be liable to the other for any indirect or consequential loss or damage
- we exclude all liability for your:
 - loss of income or revenue or business
 - loss of profits or contracts
 - loss of anticipated savings
 - loss or corruption of Data
 - loss of goodwill or reputation
 - amounts you pay or owe to your customers or to your affiliates
 - wasted internal costs, or wasted management or office time

in each case, whether caused by a civil wrong (including negligence), breach of contract or otherwise, even if foreseeable, provided that the above shall not prevent claims for damage to tangible property or for direct financial loss that is not excluded by any of the categories set out above.

This section 11 does not affect your or our liability for death or personal injury arising from our negligence, nor liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor for any other liability which cannot be excluded or limited under the applicable law.

We will not be liable if we are unable to provide our Site or our Services for any reason that is outside of our reasonable control. Use of our Services for any time critical or business critical purposes is at your own risk.

You must comply with all applicable laws and regulations of the country in which you are based. We will not be liable for any breach by you of any such laws, whether or not it is caused by our Site, our Services, or the Data.

You shall defend us against any claim against us alleging that your use of our Site or our Services in breach of these terms or the terms of any Data Sharing Agreement infringes the intellectual property rights or other rights of any other person or is in breach of the applicable law, and reimburse us for any costs incurred or damages awarded against us (or agreed in settlement) in respect of such a claim. If such a claim is brought against us we will notify you of it promptly (and where we can, within 30 days

of first becoming aware of it) and you must give us reasonable co-operation in the defence and settlement of such claim.

12. GENERAL

Communications: The terms are in English, and any contract and other communication between you and us shall be in English. The law requires that some of the information or communications we send to you is in writing. You accept that communication with us will be mainly electronic, through our Site or by e-mail, and that this constitutes written communication.

When contacting you we will use the telephone, e-mail or postal address you provide to us when registering, or any replacement to those details that you have entered into your Account on our Site.

Any official communication or notice from you to us should be sent to support@mydex.org

Entire agreement: These terms (i) set out the entire agreement between you and us regarding our Site and our Services; and (ii) supersede all previous or contemporaneous representations, agreements or communications between you and us regarding our Site or our Services. For the avoidance of doubt, neither the Charter nor the FAQs form part of these terms. We will not be bound by any obligation, condition or other provision that is different from or in addition to those set out in these terms unless authorised by one of our directors and specifically stated to be a variation to these terms. You agree that any purchase of our Services is not contingent upon any future functionality or features.

Invalid terms: If any part of these terms is found to be invalid or unenforceable, the remainder of the terms shall not be affected.

Third parties: A person who is not party to these terms shall not have any rights under or in connection with them, under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Transfer of rights and obligations: The contract between you and us (as set out in these terms) is binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of your contract with us, or

any of your rights or obligations arising under it, without our prior written approval. We may transfer, assign, charge, sub-contract or otherwise dispose of our contract with you, or any of our rights or obligations arising under it, at any time.

Delays in enforcement: If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of our rights or remedies, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

Laws and disputes: These terms, the formation of the contract between us, use of our Site, use or our Services, and any dispute or claim arising out of any of them (including non-contractual disputes or claims), are governed by the laws of England. All disputes between us shall be decided only by the courts within the United Kingdom, except that we may enforce any judgement anywhere in the world where you may have assets or be located.

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