

WARNING 1: This system stores patient indefinable data (PID).

As a user you have **significant** Information Governance responsibilities (Section 4).

WARNING 2: Your activity in this system will be closely audited and monitored (Section 3)

Careful Systems Ltd

END USER LICENSE AGREEMENT

Last Modified: 1st March 2020

Your use of the Careful Platform is governed by and subject to this End User License Agreement (the “EULA”), our Website Rules & Regulations/Online Terms of Service and our Online Privacy Statement (collectively the “CSL Terms”).

Your use is also governed by the Data Protection Act 1988 and the General Data Protection Regulation (EU Regulation 2016/679)

By downloading or using the Careful Platform whether on a web browser or on a mobile device, you agree to be bound by these CSL Terms and by applicable law. If you do not agree to the CSL Terms, you should not download or use the Careful Platform.

The Careful Platform, its services and any third party materials which may form part of the system are intended for use by authorised users only. If you wish to use the system or have any data privacy concerns, please contact privacy@careful.online.

Table of Contents

1.	Scope of Licence	3
2.	Changes to this EULA	3
3.	Privacy and your personal Information	3
4.	Data Protection	4
5.	Intellectual property	4
6.	Termination	5
7.	Changes to the Careful Platform	5
8.	Services	5
9.	No Warranty	5
10.	Telecommunications Network Operator	5
11.	Limitation of Liability	5
12.	Indemnification	6
13.	Lawful Use	6
14.	Governing Law and Jurisdiction	6
15.	Third Party Beneficiaries	6

1. Scope of Licence.

Careful Systems Ltd, its subsidiaries and affiliates (“our”, “we”, “us”, “CSL”, “provider”) grants you a limited non-transferable licence to use, access and, where relevant, download and install the Careful Platform on any supported desktop or mobile device or operating system (an “Authorised Device or OS”). Any download of the Careful Platform is subject to and conditional upon the terms of download or installation imposed by the operator of the store or shop where you download the Careful Platform from (the “Store Rules”). You must not:

- a) use the Careful Platform on any mobile device that you do not own or control;
- b) distribute or make the Careful Platform available over a network where it could be used by multiple devices at the same time;
- c) rent, lease, lend, sell, redistribute or sublicense the Careful Platform; or copy (except as expressly permitted by this licence and the Store Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Careful Platform, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Careful Platform).

If you breach the terms of this licence, you may be subject to prosecution and damages.

2. Changes to this EULA

CSL reserves the right to revise this EULA from time to time. We will update the ‘Effective Date’ at the beginning of this EULA when we make any change. If you do not agree with this EULA at any time, you should cease using the Careful Platform and, if necessary, delete it from your device. Your continued use of the Careful Platform constitutes your continued agreement with the current EULA.

3. Privacy and your personal Information

We collect personal information such as your username, password, personal details, device information and operating system to provide the Careful Platform to you. We may use your personal information to display targeted marketing and advertising to you within the Careful Platform.

We will also collect information about your use of the Careful Platform to help improve the app and our other products and services.

We collect, store and process all information strictly in accordance with the CSL Online Privacy Statement, the Data Protection Act 1988 and

the General Data Protection Regulation (EU Regulation 2016/679).

We will also collect, monitor and store information about your use of the system including, but not limited to, all activity that you undertake in adding, modifying or deleting Patient Identifiable Information (PID).

4. Data Protection

The Careful Platform enables the collection, storage and sharing of personal information (“the information”) by clinicians and patients for the purpose of safely and effectively managing the care of patients. We shall take all necessary precautions to ensure that the information is stored securely and according to the terms and principles of the Data Protection Act and General Data Protection Regulation (EU Regulation 2016/679) any other applicable laws.

You shall warrant and ensure that at all times you will protect access to the information. You warrant that you will keep any password, user ID or other access codes used to identify yourself as a user safe and secure and that these are not shared with any other user, individual or institution.

You shall also warrant and ensure that at all times the information that you enter, store or retrieve using the Careful Platform complies with the terms and principles of the Data Protection Act and the General Data Protection Regulation (EU Regulation 2016/679), available at www.ico.org.uk, as well any other applicable laws.

In particular, the information must be used for lawful purposes and must be adequate, relevant and not excessive in relation to the purpose set out above.

You shall also warrant and ensure that you will take all reasonable steps to remove yourself and other users from gaining access to or processing the information after the need for such access has ceased.

You will also take all necessary precautions to ensure that no person without reasonable cause to have access to the information sees, hears or otherwise gains access to or processes the information.

5. Intellectual property

The design, trademarks, service marks, logos and branding displayed on the Careful Platform and all content and information within it, belongs to CSL its trademark licensors and other parties (the “CSL Intellectual Property”). CSL Intellectual Property is protected by applicable intellectual property and other laws, including copyright and you must not use it except as strictly permitted by these Terms.

6. Termination

CSL may discontinue the Careful Platform or terminate your license to use it, at any time. We will terminate your license if you fail to comply with the CSL Terms. Upon termination of the licence, you must stop using the Careful Platform and delete it from your device.

From time to time, CSL may impose limits on your use of or access to the Careful Platform.

7. Changes to the Careful Platform

CSL may change or update the Careful Platform and its features at any time. You may be required to download and reinstall a new version of the Careful Platform if changes and updates are made.

8. Services

The Careful Platform enables access to CSL sites, services and information as well as third party sites, services and information (collectively and individually, "Services"). Use of the Services may require Internet access and that you accept additional terms of service. Maps and location data provided in the Careful Platform are provided for basic navigational purposes only. They should only be used as a guide and should not be relied upon in situations where precise location information is needed.

9. No Warranty

The Careful Platform is provided "as is" and "as available" with all faults. CSL excludes, to the greatest extent permitted by law, all warranties, conditions and other contract terms with respect to the Careful Platform. CSL does not warrant (a) against interference with your enjoyment of the Careful Platform, (b) that the functions contained in or provided by, the Careful Platform will meet your requirements, (c) that the operation of the Careful Platform will be uninterrupted or error-free, or (d) that defects in the Careful Platform will be corrected.

10. Telecommunications Network Operator

Access and use of the Careful Platform occurs across the networks of a number of mobile operators. Because we do not operate or control these networks, we cannot guarantee the privacy or security of data sent over them and we disclaim any responsibility for any network or service used to access and use the Careful Platform. Check with your network service provider for information about their privacy and security practices.

11. Limitation of Liability

We will not be responsible to you for any loss of profits, loss of revenues, loss of business, loss of opportunity, loss of or damage to data, business interruption, property damage or any other commercial damages or any loss arising from a cause beyond our reasonable

control, whether direct or indirect losses. Our liability to you for all damages shall not exceed the amount of fifty pounds (£50). Nothing in these CSL Terms shall exclude or limit our liability to you for (i) fraud, or (ii) death or personal injury caused by our negligence.

12. Indemnification

You shall indemnify and hold CSL, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your mis-use of the Careful Platform, any breach of the terms and conditions set forth in the CSL Terms, by you, or other users of any Services using your access ID or credentials if you have disclosed these to any unauthorised person, or otherwise failed to keep these secure. You must use your best efforts to cooperate with us in the defence of any such claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defence and control of any such matter subject to indemnification by you.

13. Lawful Use

You may not use or otherwise export or re-export the Careful Platform except as authorized by English Law. You warrant also that you will use the Careful Platform and the data contained for uses that are lawful. You also warrant that you have read and understand the Careful Systems Limited Privacy Policy, made available on the Careful website.

14. Governing Law and Jurisdiction

The CSL Terms and your use of the Careful Platform are governed by and subject to the laws of England.

15. Third Party Beneficiaries

You agree that the owner of each operating system on which the Careful Platform is made available ("OS Owner") and its subsidiaries are third party beneficiaries of these CSL Terms, and that the OS Owner will have the right (and will be deemed to have accepted the right) to enforce applicable portions of these CSL Terms against you, the end-user, as a third party beneficiary thereof pursuant to the Contracts (Rights of Third Parties) Act 1999.

Careful Systems Ltd (Registered Office: Vestry House, Laurence Poultney Hill, London EC4R 0EH) is registered in England and Wales with Company Number 10176186.