

# MEDDBASE SECURE DOCUMENT SHARING

## TERMS OF USE

### 1. ABOUT OUR TERMS

These Terms explain how you may use this website (the 'Site') as a free user receiving documents sent to you via the meddbase secure document sharing platform. You should read these Terms carefully before using the Site or accessing or downloading any documents from the Site.

By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them. If you do not agree with or accept any of these Terms, you should stop using the Site immediately.

If you have any questions about the Site, please contact us by email via: [documentsgaring@meddbase.com](mailto:documentsgaring@meddbase.com)

### 2. DEFINITIONS

In these Terms the following words have the following meanings:

"Document" means any file, data, text, audio, image or video made available to you through the Site;

"Practice" means the person or legal entity that has used the Site as a platform to provide you with access to Document(s);

"Terms" means these terms and conditions of use as updated from time to time under clause 12;

"We, us or our" means Medical Management Systems Limited, company registration number 05272668 and the registered office of which is at 140 Buckingham Palace Road, London, SW1W 9SA; and

"You or your" means the person accessing or using the Site or accessing a Document.

### 3. OUR SERVICE

We provide specialist technology solutions to Practices including this platform which allows Practices to securely share Documents with third parties such as you. We do not have any control over the nature of the Documents that may be shared with you by a Practice and cannot accept any responsibility for the content of any Document that you may access via the Site. You should exercise your own care and caution when accessing, downloading, using or relying on any Document provided to you by a Practice and do so at your own risk.

We do not use any of your personal information other than on behalf of the Practice where we provide services to that Practice. For the purposes of EU data protection laws we are a "data processor" acting on behalf of the Processor sharing Documents with you and the Practice will be the "data controller" and responsible for ensuring that use of your information complies with all applicable data protection laws. For more information on how your personal information is being used by us you should contact the relevant Practice that has shared Documents with you.

Access to Documents is limited to those members of our team who have a need to access the Documents to provide our services to Practices and to make the Documents available to you on the Site.

### 4. USING THE SITE

The Site is for your personal and non-commercial use only and is made available to you without charge to you as described on the Site from time to time. We may suspend your use of the Site or access to Documents at any time at our discretion.

### 5. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

Nothing in these Terms grants you any legal rights in the Site or any Document shared with you via the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

### 6. SECURITY

We have implemented and maintain technical and organisational measures for the protection and security of our Site and Documents shared using our Site, taking into account the state of the art, the costs of implementation and the type of processing.

You must not share your log on details with anyone in any circumstances.

### 7. AVAILABILITY OF THE SITE

Our Site is made available for you to use "as is" and we cannot promise that the Site will be fit or suitable for any particular purpose. Any reliance that you may place on the information on this Site is at your own risk. We may suspend or terminate operation of the Site at any time as we see fit.

While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted or error-free use by you of the Site.

### 8. HYPERLINKS AND THIRD PARTY SITES

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

### 9. LIMITATION ON OUR LIABILITY

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

- losses that were:
- not foreseeable to you and us when these Terms were formed;
- caused by a Document received from a Practice; or
- not caused by any breach on our part
- business losses; and
- losses to non-consumers

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), our maximum liability to you for any losses that you suffer from use of the Site shall be limited to £1,000.

### 10. EVENTS BEYOND OUR CONTROL

We shall have no liability to you for any breach of these Terms or other losses that you suffer caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

### 11. RIGHTS OF THIRD PARTIES

No one other than a party to these Terms has any right to enforce any of these Terms.

### 12. VARIATION

These Terms are dated August 2018. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

### 13. LAW AND COURTS

The law of England and Wales shall apply to these Terms and the courts of England and Wales will have exclusive jurisdiction in relation to any dispute arising in connection with these Terms