



## Service Agreement

We, Meddsoft UK Limited registered in England and Wales under number 12414840, Meddapp India Healthcare private Limited registered in India under number 129374.

This agreement is for your use of our MeddApp (application) services to view and manage patients' healthcare with Medical Record. If you register for a free trial for our services, this agreement is also for that free trial. You accept this agreement, either by clicking a box indicating your acceptance or by downloading and using the MeddApp.

You enter into this agreement using the MeddApp for the benefit of your patients as a healthcare professional. You use the MeddApp as a healthcare professional (HP) in your personal capacity within your healthcare institute and use the functions to deliver healthcare services to your patients on behalf of your healthcare institute.

A healthcare professional (HP) is a person who is either medically qualified, nursing qualified or qualified as a professional allied to medicine or and administrative assistant who is involved with providing healthcare or administrative services to carry out healthcare for a person or patient.

### 1. Our responsibilities

We will

- (a) make the Services and Content available to You
- (b) provide standard support for the Services to You at no additional charge, and/or upgraded support if purchased, and
- (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for:
  - (i) planned downtime (of which We shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Greenwich Mean time), and
  - (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other workers' problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

### 2. Protection of data and confidentiality

2.1 We have

- (a) Programmed safeguards to ensure data is stored and transmitted in an encrypted form
- (b) Ensured that data can be accessed between a healthcare professional and a patient only in the situation that a "duty of care" or "professional responsibility" exists

- a. where the healthcare professional is registered by that person as a registered healthcare professional
  - b. a referral has taken place between healthcare professionals on behalf of and for the benefit of a patient and the healthcare professional receiving the referral is trusted to receive the referral and has booked the patient in for a face to face consultation
  - (c) Enabled to patient to log on to their own Medical Record and can view which healthcare professionals have accessed their Medical Record and is able to control who is able to view their Medical Record
- 2.2 made clear we do not own any data
- 2.3 made it possible for the data to be jointly owned by the patient/person who has the Medical Record and any healthcare professionals who provide a service to the person/patient with that institute.
- 2.4 the healthcare institute can use anonymous information to help make sure the healthcare is safe from every doctor.
- 2.5 health planners can view the number of people suffering with conditions that need money allocated for care and treatments where appropriate

### **3. Liability**

We do not accept any liability for medical negligence for the purpose of healthcare. The software service is designed to record the information passed between the patient and healthcare professional and it is the responsibility of the healthcare professional to record the data recorded to be the true record of that consultation. The Medical Record is designed to be the permanent record for the person for the duration of their lifetime and afterwards to be used for purposes of medical research for the benefit of future generations in need of healthcare.

### **4. Your responsibility**

It is your responsibility to maintain the highest standards of confidentiality whilst providing healthcare and to record all information in good faith for the benefit of patients.

1. As a healthcare professional it is your responsibility to maintain confidentiality at all times for your patients.
2. If you find or suspect an issue that could be related to the software service that could lead to any compromise in confidentiality, we expect you to report it to us immediately to investigate
3. Whilst any issue is being investigated, we expect you not to inform any media outlet or social media as this may lead to misleading information and stress of users.
4. Where appropriate we will disclose to you all our findings and our changes and inform all users about your finding and our steps to change any issue found

### **5. Subscription**

Your subscription will be renewed automatically every month if it is monthly subscription otherwise renewed annually unless otherwise you have cancelled by giving us 30 days written notice.