

End-User License Agreement ("Agreement")

Last updated: February 24, 2022

Please read this End-User License Agreement carefully before clicking the "I Agree" button or using Dental Referrals.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this End-User License Agreement:

Agreement means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

Application means the software program provided by the Company downloaded by You to a Device, named Dental Referrals

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to REFERRAL MANAGEMENT SERVICES LIMITED
Company number 11362661 TA FDS Consultants, 61A King Street, Knutsford, Cheshire, WA16 0DX.

Content refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

Country refers to: United Kingdom

Device means any device that can access the Application such as a computer, a cellphone or a digital tablet.

Third-Party Services means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.

You means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

Acknowledgment

By clicking the "I Agree" button, downloading or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the

terms of this Agreement, do not click on the "I Agree" button, do not download or do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

License

Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application strictly in accordance with the terms of this Agreement.

The license that is granted to You by the Company is solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- Copy or use the Application for any purpose other than as permitted under the above section 'License'.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

Ownership & Use

The application has been developed by Referral Management Services Ltd and is wholly owned by them. Usage is limited to those organisations whose commissioning bodies (NHS England or NHS Wales) have requested them to use it and such use does not imply or infer ownership rights.

Referral Management Services Ltd (RMSL) are acting as an NHS Business Partner by providing referral management, advice and guidance and other healthcare related services to you and is legally regarded as a data processor i.e., it has no legal

responsibility for any data that is processed other than to maintain the security and confidentiality of such data. Failure to accept the Terms and Conditions of this End User Licence Agreement (EULA) will mean that access to referral systems provided by RMSL will be revoked.

Your Responsibilities

Patient Confidential Data

RMSL are committed to ensuring patient confidentiality through appropriate data security measures in relation to this application.

Access to Personal Confidential Data (PCD) will only be allowed where there is 1) a strictly defined legitimate relationship OR 2) there is a legal gateway that allows it. At all times RMSL will have control of how this is determined.

However authorised organisations that access and use the applications are also data controllers and are responsible for ensuring that their staff 1) maintain patient confidentiality (where they have access to such data) or 2) the confidentiality of commercially sensitive data is maintained.

Those organisations have the responsibility for ensuring that only the appropriate staff can have access and have the final responsibility to ensure that all leavers have their account suspended/locked.

Regulatory Compliance

The following must be complied with:

- Your organisation **MUST** maintain compliance with the Data Security & Protection Toolkit across all requirements
- Organisational Fair Processing Notices must be kept up to date and patients must be notified that their data is being transferred to RMSL who will process this as part of the contract between commissioners and Dental Practices
- Your organisation is confirming that it is UK GDPR/Data Protection Act 2018 compliant
- Staff and practices must maintain the confidentiality of their account and password by restricting access to their computer to prevent unauthorised access and ensure that they use their 2FA at all times.
- Staff agree to accept responsibility for all activities that occur under their account or password and that such activities may be requested by legal authorities including the patient or their representative and the General Dental Council.

- Staff shall take all necessary steps to ensure that their password is kept confidential and secure and shall inform RMSL as set out in the Contact section immediately if they have any reason to believe that their password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner
- Staff must not knowingly (or be encouraged to) use or share credentials unless such sharing is part of a practice or group-based login. In such circumstances users will have individual 2FA codes to identify their access to the service. Where such an incident occurs in an organisation that accesses PCD ALL users access may be suspended until assurances have been provided that appropriate action has been taken to resolve this matter

Please ensure that the details that you provide us with are correct and complete and inform us as set out in the Contact section immediately of any changes to information that you have provided us.

Uploading Images and Radiographs

You must comply with the terms set out in 'Content' below and also ensure that:

- Your images or radiographs are correctly identified as belonging to the patient being referred
- That you have an SOP in place to ensure that images are so correctly identified
- That you accurately record the date the images were taken or acquired

Should you become aware of an instance where an incorrectly identified image has been uploaded you should notify us immediately.

Compliance with appropriate Regulator

You should ensure that at all times your use of the application complies with the standards set by your regulator, either the General Dental Council or General Medical Council, with respect to:

- Referring patients
- Acting in patient's best interests
- Keeping patient's data safe
- Any other relevant guidance or standards

You may not use the Application for any fraudulent purposes or in connection with a criminal offence or other lawful activity. The Computer Misuse Act 1990 and Data Protection Act 2018 both apply and will be strictly enforced by RMSL. Access to the application will be immediately suspended by RMSL should it consider that those access rights are being used inappropriately.

Adverse Incident Reporting and Clinical Safety Issues

Should you notice that information provided by the application is incorrect, has been corrupted or is excessive based on your access rights i.e. you have received patient data which you are not entitled to you must report this as an adverse incident (please see Contact Section about how to do this).

You should also make us aware of:

- Any instance where you have entered incorrect data that could impact on patient care
- Any instance where the use of the application has prevented or hindered the delivery of patient care
- Any instance where use of the application has delayed patient care
- You become aware of any real or potential clinical safety issue with your use of the system

Your Rights

You have the right to withdraw your personal account information from us at any time (please see Contact Section about how to do this). Thirty days after you notify us your personal account details will be permanently locked and/or deleted (but full audit trails of activity will be retained)

Content

Content Restrictions

The Company is not responsible for the entries, information or content of the Application's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.

- Spam, machine generated content or randomly generated content, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Agreement, refuse or remove any Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Application if You post such objectionable Content.

As the Company cannot control all content posted by users and/or third parties on the Application, you agree to use the Application at your own risk. You understand that by using the Application You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

Modifications to the Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience

to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

Privacy Policy

The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy:

<https://www.dental-referrals.org/dentists/gdpr/>

By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

Further details on our approach to data storage, privacy and GDPR are available at the above link.

Term and Termination

This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your Device or from your computer.

Upon termination of this Agreement, You shall cease all use of the Application and delete all copies of the Application from your Device.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

Limitation of Liability

We will use our reasonable endeavours to provide a useful and valuable service but to the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with

any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

This does not limit in any way our liability (if any) for death or personal injury caused by negligence or breach of duty/contract or caused by our gross negligence or wilful misconduct, or in respect of fraudulent misrepresentation. RMSL shall ensure that this EULA is strictly version controlled and that any and all potential amendments are notified to all end users of the Application at least 28 days before those changes apply.

Severability and Waiver

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Product Claims

The Company does not make any warranties concerning the Application beyond those stated in our commissioning and contract agreements with NHS England or NHS Wales.

Changes to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

Governing Law

The laws of the United Kingdom, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws.

Entire Agreement

The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or other Company's services, which the Company will provide to You at the time of such use or purchase.

Contact Us

If you have any questions about this Agreement, You can contact Us:

- By email: d.referrals@nhs.net

Further information can be found at:

<https://www.dental-referrals.org/dentists/gdpr/>

Please use the above email address for all queries related to the EULA including the Reporting of adverse events, clinical safety or data breach issues.