



Terms and conditions

1 INTRODUCTION

1.1 These Terms and Conditions form a legally binding agreement between “you” the “user”, and Choice Teleradiology Limited, a company registered in the UK under number 09723770 (the “Company” “we” or “us”). Before you are able to use the online platform, any program, online and offline software or application and online and/or offline documentation associated with the online platform (together referred to as the Teleradiology Technology) and the Teleradiology Services (as defined in clause 2.3 below) you must agree to these Terms and Conditions. By checking the accept box on the login page, or by using any component or function of the Teleradiology Technology it will be deemed that you have read, understood and agree to these Terms and Conditions and that you are bound by these terms. If you do not agree to these Terms and Conditions, you should not check the accept box on the login page, refrain from using the online platform and any component or function of the Teleradiology Technology and Teleradiology Services. You acknowledge that in the event that you and the Company have entered into a separate written agreement that the provisions of such agreement shall prevail in the event of conflict between these Terms and Conditions and the provisions of such a written agreement.

2 TELERADIOLOGY TECHNOLOGY AND TELERADIOLOGY SERVICE

2.1 The Company has been granted rights to operate the Teleradiology Technology by its licensors and/or Affiliates (Affiliates being the Company's parent company, subsidiaries of the parent company or other group companies or joint ventures created with a group company).

2.2 The Teleradiology Technology together with the associated Teleradiology Services form a transmitting facility operated by the Company and its sub-contractors (which shall include the System Administrator as defined in clause 2.4 below), allowing medical professionals to share medical data with one another globally, in an efficient and secure way subject to the user acting in accordance with these Terms and Conditions and complying with the Technical Requirements provided by the Company or set out in initial system training and system user guides (available on request at system training) which may be updated by the Company from time to time and subject to no Force Majeure events occurring (as defined in clause 14.1 below). Medical data relating to a single case of a consenting patient, or if the patient is a minor where the minor's guardian consented to the use of the medical data, including but not limited to medical notes, radiology images and/or related digital data which collectively provides medical professionals with the medical material required to provide the requisite professional or other services, shall be known as a Diagnostic Study. Components of the Teleradiology Technology compress Diagnostic Studies which are then encrypted. Subject to you complying with these Terms and Conditions, you meeting the Technical Requirements and/or subject to no Force Majeure events occurring, the Teleradiology Technology shall allow for the Diagnostic Studies to be transmitted to the online platform and stored on the servers hosted by the Company or are being hosted on the Company's behalf. You and the Company may agree in a written agreement to use the Teleradiology Technology in conjunction with such other servers operated and/or hosted by you and/or others. Under no circumstances shall the professional or other services provided by a medical professional who uses the Teleradiology Technology and Teleradiology Services (including but not limited to General Practitioners, Radiologists and Specialist Consultants), be deemed to form part of the Teleradiology Services.

2.3 The provision, maintenance, updates and upgrades of the Teleradiology Technology together with guidance and training material to use the Teleradiology Technology, managing the process of permitting users access to the online platform, opening and managing users' private accounts on the online platform, directing the Diagnostic Studies to the relevant users' account (selected by a user or by the System Administrator on the users' behalf) and storing the Diagnostic Studies, shall be known as the Teleradiology Services.

2.4 You acknowledge that the Company may from time to time appoint sub-contractors to assist the Company in providing the Teleradiology Services to you. The sub-contractor who will be in charge of providing training on use of the Teleradiology Technology, managing the platform, permitting access to the online platform, directing the Diagnostic Studies uploaded by the Referring Users to the Radiologist Consultants and/or Specialist Consultants, shall be known as the System Administrator. You acknowledge that the reasonable instructions or operational directions given to you by the System Administrator shall be binding upon you as if such instructions or operational directions have been given by the Company.

2.5 The Teleradiology Technology enables you, if acting as a Referring User, subject to you entering into a separate written agreement with the Company and subject to the Company allowing you access to the online platform, to upload Diagnostic Studies to your private account on the online platform.

2.6 The Teleradiology Technology also includes software to view the uploaded Diagnostic Studies, which will be clearly indicated on the online platform, may change from time to time and which you may download from the online platform, (the Viewer Software). This Viewer Software shall allow you to view, download and use the relevant Diagnostic Studies, subject to you complying with these Terms and Conditions, meeting the Technical Requirements, no Force Majeure occurrences, and subject to you receiving access to the online platform. Furthermore, if you are acting as a Radiologist Consultant or Specialist Consultant, you will only be able to view the relevant Diagnostic Studies subject to the Company or the System Administrator directing specific Diagnostic Studies to the work-list created for you by the System Administrator. In the event that you use the Teleradiology Technology and Teleradiology Software as a medical professional and after you have analysed the

Diagnostic Studies you may be able to upload Medical Opinions (which may consist of radiologists' reports or specialist consultants' medical opinions) onto the online platform and attach same to the relevant Diagnostic Studies. The Medical Opinions attached to the relevant Diagnostic Studies may ultimately be viewed, downloaded and used by the Referring Users who originally uploaded the Diagnostic Studies and requested the Medical Professionals' professional services or other services. By uploading the Medical Opinions you give the Company, the System Administrator and the Referring User who originally uploaded the relevant Diagnostic Studies the right to use such Medical Opinions.

3 TERM AND TERMINATION

3.1 These Terms and Conditions shall become effective on the date you click the accept box and/or on the date you use this online platform and shall continue to be in force until you or the Company terminate these Terms and Conditions. The Company reserves the right to terminate these Terms and Conditions or suspend your use of the Teleradiology Technology or Teleradiology Services without notice to you and at any time in case of unauthorised, or suspected unauthorised use of the Teleradiology Technology and Teleradiology Services and in the event of your breach of these Terms and Conditions and/or the provisions of a written agreement between you and the Company, if any.

3.2 If the Company terminates these Terms and Conditions or suspends your use of the Teleradiology Technology or Teleradiology Services for any of the reasons set out in these Terms and Conditions, the Company its employees, officers, agents, Affiliates and/or sub-contractors, shall have no liability or responsibility to you, or if relevant, to your patients and the Company shall have no obligation to refund any fees paid by you which may be agreed in a separate written agreement. On termination of these Terms and Conditions you must destroy, return or delete all copies and all versions of the Teleradiology Technology which you may have in your control as directed by the Company.

4 INTELLECTUAL PROPERTY

4.1 The Company respects intellectual property rights, and expects you to do the same. Please note therefore that the Teleradiology Technology and Teleradiology Service provided by the Company is the property of the Company its Affiliates or its licensors and protected by intellectual property rights (including but not limited to copyright) and that you do not have a right to use the Teleradiology Technology and Teleradiology Services in any manner not covered by these Terms and Conditions and any written agreement, if any. Furthermore, you must not infringe any third party's intellectual property rights in using the Teleradiology Technology and the Teleradiology Services.

5 LICENCE

5.1 Subject to you abiding to the terms of these Terms and Conditions (and any separate written agreement, if any), the Company hereby grants to you, whether acting as a Referring User, Medical Professional, or a sub-contractor of the Company (including the System Administrator), a non-exclusive, non-transferable licence to use the Teleradiology Technology and the Teleradiology Services or as otherwise permitted by the Company for the duration of the Term.

5.2 You acknowledge that:

(a) you may download, install (where necessary), run and use the Teleradiology Technology on your Designated Equipment (which shall include but not be limited to your computers and laptops or similar devices which shall meet the Technical Requirements) for your internal business purposes only for the duration of the Term;

(b) the Teleradiology Technology and all intellectual property rights in them including copyright are protected by English law, European law and International copyright treaties;

(c) this licence is not a sale of the Teleradiology Technology wholly or any part thereof or an assignment of the intellectual property rights in the Teleradiology Technology. The licence only entitles you to use the Teleradiology Technology and Teleradiology Service, however title, ownership, rights and intellectual property rights in and to the Teleradiology Technology and Teleradiology Services shall remain in the Company, its licensors and/or its Affiliates;

(d) the Teleradiology Technology, its code, structure and all ideas and principles underlying the Teleradiology Technology or the Teleradiology Services, except where it falls into the public domain, remain the confidential information of the Company and/or its Affiliates. You are not permitted to disclose it without express prior written permission from the Company;

(e) you have no right to have access to the Teleradiology Technology in source code form or in unlocked coding;

(f) you may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it without the Company's prior written consent; and

(g) the Company stores Diagnostic Studies and Medical Opinions or related materials for a maximum of 100 days from the date that these are uploaded to the online platform unless otherwise specified in a written agreement between you and the Company. Therefore if you have not accessed the online platform and made copies of the Diagnostic Studies, Medical Opinions or related materials within 100 days since such materials have been uploaded to

the online platform the Company shall not be able to provide you with additional copies of such materials once this has been removed.

5.3 You undertake that:

(a) if you are acting as a Referring User that you have received written consent from your patients confirming that you may upload their Diagnostic Studies to the Teleradiology Technology and that such data may be transmitted via the online platform and stored on the servers operated and hosted on the Company's behalf in the UK or as otherwise agreed in a written agreement, and that the Company, its sub-contractors (including the System Administrator) may use such data to provide the Teleradiology Services and that the Medical Professionals, have the right to access and use such data globally to deliver their respective independent professional or other services; You agree to provide the Company with the written consent upon request by the Company and/or the System Administrator;

(b) you will keep a password for the use of the Teleradiology Technology and Teleradiology Services secure and confidential and you will use reasonable efforts to prevent any unauthorised access to the Teleradiology Technology, or use of the Teleradiology Services and, in the event of any such unauthorised access or use, promptly notify the Company;

(c) you shall not access, store, distribute or transmit any viruses, or any material during the course of your use of the Teleradiology Services that is: unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or causes damage or injury to any person or property; and the Company reserves

the right, without liability to you or if acting as a Referring User, to your patients, to disable your access to any material, if you breach these provisions;

(d) not copy the Teleradiology Technology except where such copying is incidental to normal use of the Teleradiology Technology or where it is necessary for the purpose of back-up or operational security;

(e) you shall not sub-license, sell, rent, lease, loan, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Teleradiology Services otherwise than what is permitted in these Terms and Conditions or in a separate written agreement between you and the Company;

(f) you shall not attempt to, merge, adapt, vary, modify, duplicate, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Teleradiology Technology in any form or media or by any means; or attempt to make alterations to, or modifications of, the whole or any part of the Teleradiology Technology nor permit the Teleradiology Technology or any part of it to be combined with, or become incorporated in, any other programs; and/or access all or any part of the Teleradiology Technology and Teleradiology Services in order to build a product or service which competes with the Teleradiology Services;

(g) you shall not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Teleradiology Technology nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Teleradiology Technology with other software programs, and provided that the information obtained by you during such activities:

i. is used only for the purpose of achieving inter-operability of the Teleradiology Technology with other software program;

ii. is not disclosed or communicated without the Company's prior reasonable written consent to any third party to whom it is not necessary to disclose or communicate it; and

iii. source is not used to create any software which is substantially similar to the Teleradiology Technology.

(h) you shall keep all copies (if any) of the Teleradiology Technology secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Teleradiology Technology;

(i) reasonably supervise and control use of the Teleradiology Technology by your employees and/or independent contractors and ensure that the Teleradiology Technology is used by your employees and/or independent contractors in accordance with these Terms and Conditions;

(j) you shall not remove and where necessary you will include the Company's, its licensors and/or its Affiliates' copyright or other intellectual property right notices on the entire and/or partial copies of the Teleradiology Technology;

(k) you shall not provide, or otherwise make available, the Teleradiology Technology in any form, in whole or in part (including, but not limited to program listings, object code and source code) to any person other than your employees, independent contractors with

practising privileges at your clinic, hospital or similar without prior written consent, such consent not to be unreasonably withheld;

(l) you must allow the Company or the System Administrator, at all reasonable times and on reasonable prior notice, to have access to your Designated Equipment where the Teleradiology Technology is being used from, for the purpose of providing certain aspects of the Teleradiology Services such as training and/or to ensure that you are complying with the terms of these Terms and Conditions; and

(m) the rights provided under these Terms and Conditions are granted to you only, and shall not be considered granted to any subsidiary or holding company of yours.

6 NO WARRANTY

6.1 While the Company shall use reasonable skill and care to provide the Teleradiology Technology and the Teleradiology Service to you, the Company does not warrant the accuracy and completeness of Teleradiology Technology and/or Teleradiology Service. Certain technical difficulties, maintenance, upgrades or updates may, from time to time, result in temporary interruptions. The Company reserves the right to modify or discontinue, at any time, temporarily or permanently, functions and features of the Teleradiology Technology and Teleradiology Service with or without notice.

6.2 Your use of the Teleradiology Technology and the Teleradiology Service (including but not limited to its content) is at your own risk. The Teleradiology Technology and Teleradiology Service is provided on an “as is” and “as available” basis. To the fullest extent possible under applicable law, the Company gives no warranty, express or implied, as to the quality, content and availability or fitness for a specific purpose of the Teleradiology Technology and Teleradiology Service. No advice or information whether oral or in writing

obtained by you from the Company shall create any warranty on behalf of the Company in this regard.

6.3 The Company, its employees, officers, directors, Affiliates, agents and/or sub-contractors make no warranty with respect to the current or intended compatibility of Teleradiology Technology and your Designated Equipment. Unless otherwise expressly permitted by a separate written agreement between you and the Company, the Company has no obligation to support the Teleradiology Technology and Teleradiology Services or your Designated Equipment.

6.4 Except as provided in these Terms and Conditions all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms and Conditions.

6.5 The Company its employees, officers, agents, Affiliates or sub-contractors bear no responsibility for your patients' data that you choose to upload to the online platform when acting as a Referring User. The Company will apply commercially reasonable skill and care and good governance guideline procedures for securing access to the online platform. The Company does not take responsibility for any data passing through the online platform or vouch for its authenticity.

7 INDEMNITY / DISCLAIMER

7.1 You will defend, indemnify and hold harmless the Company, its employees, officers, directors, agents, Affiliates and/or sub-contractors against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with: (a) your violation of any laws or regulations; (b) your, other users', or the Company's use or loss of patients' medical data; (c)

your use of the Teleradiology Technology and Teleradiology Services; (d) use by you or a patient of the results and contents created in Diagnostic Studies and Medical Opinions; and/or (e) when acting as a Referring User, your use of a Medical Professional chosen by you or selected by the System Administrator on the Company's behalf to provide Medical Opinions.

7.2 Subject to clause 8.3 and 8.4 below, the Company shall, defend you, your officers, directors and employees against any claim that the Teleradiology Technology and Teleradiology Services infringes any intellectual property rights of a third party subsisting in the UK and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that: (a) the Company is given prompt notice of any such claim; (b) you provide prompt co-operation to the Company in the defence and settlement of such claim, at the Company's expense; (c) you make no admission of liability in respect of, or seek or compromise any such claim or do any act or omission which may waive any rights or remedies the Company its licensors and/or Affiliates may have against any such third party, (d) the Company and/or its nominated counsel is given sole authority to control, defend or settle the claim; and (e) you taking all reasonable steps to mitigate any loss you and/or the Company may incur as a result of or in connection with any claim.

7.3 In no event shall the Company, its employees, officers, directors, Affiliates, agents and sub-contractors be liable to you to the extent that the alleged infringement referred to in clause 7.2 of these Terms and Conditions is based on: (a) a modification of the Teleradiology Technology and Teleradiology Services by anyone other than the Company, its Affiliates or licensors; (b) your use of the Teleradiology Technology and Teleradiology Services in a manner contrary to these Terms and Conditions or any instructions given to you by the Company or on behalf of the Company by the System Administrator; (c) your use of the Teleradiology Technology and Teleradiology Services after notice of the alleged or actual infringement from the Company or any appropriate authority.

7.4 The foregoing states your sole and exclusive rights and remedies, and the Company's (including the Company's employees', officer', directors', Affiliates', agents' and

sub-contractors') entire obligations and liability, for infringement of any intellectual property rights.

8 LIMITATION OF LIABILITY

8.1 Except as expressly and specifically provided in these Terms and Conditions, you assume sole responsibility for results obtained from the use of the Teleradiology Technology and Teleradiology Services, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by you, in connection with the Teleradiology Services, or any actions taken by the Company at your direction; For the avoidance of doubt the Company shall not have any liability in relation to the content created by you in the Diagnostic Studies and the Medical Opinions or other materials.

8.2 The Company its employees, officers, directors, Affiliates, agents and sub-contractors shall have no liability to you for the use of the Teleradiology Technology or the Teleradiology Services where the Company its employees, officers, directors, Affiliates, agents and sub-contractors breaches any of the provisions in these Terms and Conditions or a written agreement between you and the Company, (if any), if you use the Teleradiology Technology and/or Teleradiology Services together with illegal copies of software on your Designated Equipment.

8.3 Nothing in these Terms and Conditions excludes the liability of the Company (a) for death or personal injury caused by the Company's negligence; or (b) for fraud or fraudulent misrepresentation.

8.4 The Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits,

loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, service interruption, computer failure or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms and Conditions.

8.5 Subject to clause 8.3 and 8.4 the Company's total aggregate liability (including interest and legal costs) in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Terms and Conditions shall be limited to Ten Thousand Pounds Sterling (£10,000.00).

8.6 Unless otherwise stated in these Terms and Conditions, your only right with respect to any problems or dissatisfaction with the Teleradiology Technology and the Teleradiology Service is to terminate these Terms and Conditions by way of uninstalling the Teleradiology Technology (if any), and refrain from using the Teleradiology Technology and Teleradiology Services.

9 PRIVACY

9.1 You agree that the Company has the right to collect, process and store your personal data and where relevant you undertake that the Company has the right to collect, process and store patients' personal data in accordance with the Company's [Privacy Policy](#).

10 ASSIGNMENT

10.1 The Company may assign these Terms and Conditions or any part of it without restrictions. You may not assign these Terms and Conditions or any part of it to any third party.

11 ENTIRE AGREEMENT

11.1 These Terms and Conditions and any separate written agreement between you and the Company together with the Company's Privacy Policy constitutes the entire agreement agreed upon between you and the Company and supersedes any prior agreements in relation to the subject matter of these Terms and Conditions, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of these Terms and Conditions or any prior written agreement between you and the Company in any written or oral communication from you to the Company are void. You agree and accept that save for the representations contained in these Terms and Conditions you have not accepted these Terms and Conditions in reliance of any other oral or written representations made by the Company, its Affiliates and/or its licensors.

12 SEVERABILITY

12.1 Should for any reason or to any extent, any provision of these Terms and Conditions be held invalid or unenforceable, such invalidity or un-enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms and Conditions and the application of that provision shall be enforced to the extent permitted by law.

13 NO VARIATION

13.1 These Terms and Conditions may only be varied by the Company. The Company may revise and amend these Terms and Conditions including the Technical Requirements at any time. You are expected to read these Terms and Conditions from time to time to take notice of any changes the Company made, as they are binding on you.

14 FORCE MAJEURE

14.1 The Company shall have no liability to you under these Terms and Conditions if it is prevented from or delayed in performing its obligations under these Terms and Conditions, or a written agreement if any, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control including without limitations, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, acts of God, war riots, civil commotions, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, or default of its suppliers or sub-contractors.

15 GOVERNING LAW AND JURISDICTION

15.1 These Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

16 USER SUPPORT

16.1 If you have any questions concerning the Teleradiology Technology, the Teleradiology Services or these Terms and Conditions, please contact the Company on the following email address info@choiceteleradiology.co.uk.