

**MY EPCR - END USER LICENCE AGREEMENT****1. INTRODUCTION**

1.1 My ePCR ("Licensed Application") is licensed to You ("End-User"), by My Software Group Ltd., a company incorporated in England under company number 15638670, having its registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom ('Licensor'), for use only under the terms of this End User Licence Agreement ("Licence Agreement"), which may be modified from time to time at Licensor's sole discretion.

1.2 The Licensed Application is specifically designed for use by healthcare professionals, businesses, and organisations for the purpose of completing electronic patient care records. It is not intended for personal, non-professional use. These terms and conditions apply solely to entities engaged in professional activities. Consumers are advised not to purchase a licence for the Licensed Application, as the features and terms provided herein do not accommodate personal or non-professional usage. The Licensor reserves the right to refuse or terminate any licence that fails to comply with this business-use stipulation.

1.3 By downloading the Licensed Application from Apple's software distribution platform ('App Store') and/or Google's software distribution platform ('Play Store'), and any update thereto (as permitted by this Licence Agreement), You indicate that You agree to be bound by all of the terms and conditions of this Licence Agreement. The App Store and Play Store are referred to in this Licence Agreement as 'Digital Stores'.

1.4 The parties of this Licence Agreement acknowledge that the Digital Stores are not a party to this Licence Agreement and are not bound by any provisions or obligations with regard to the Licensed Application, such as warranty, liability, maintenance and support thereof. The Licensor is solely responsible for the Licensed Application and its content.

1.5 This Licence Agreement may not provide for usage rules for the Licensed Application that are in conflict with the latest Apple Media Services Terms and Conditions and Google Play Terms of Service ('Usage Rules'). My Software Group Ltd. acknowledges that it had the opportunity to review the Usage Rules and this Licence Agreement is not conflicting with them.

1.6 When the Licensed Application is purchased or downloaded via the Digital Stores, it is licensed to You for use only under the terms of this Licence Agreement. By using the Licensed Application, you also agree to be bound by the terms of this License Agreement. The Licensor reserves all rights not expressly granted to You. My ePCR is to be used on devices that operate with Apple's operating systems ('iOS' and 'Mac OS') or Google's operating system ('Android').

## 2. THE LICENSED APPLICATION

The Licensed Application is a piece of software created to provide healthcare professionals, businesses and individuals the ability to complete electronic patient care records and is customised for use on iOS and Android mobile devices ('**Devices**'). It is used to enable users and simplify the process of completing electronic patient records.

## 3. SCOPE OF LICENCE

3.1 Subject to payment of applicable fees, the Licensor grants a limited, revocable, non-transferable, non-exclusive, non-sublicensable licence for the term of this Agreement to install and use the Licensed Application on Devices that You own or control, solely for Your internal business purposes. Sharing features are not permitted.

3.2 This licence will also govern any updates of the Licensed Application provided by Licensor that replace, repair, and/or supplement the first Licensed Application, unless a separate licence is provided for such update, in which case the terms of that new licence will govern.

3.3 You shall not and shall not permit any third party to:

- 3.3.1 share or make the Licensed Application available to third parties without the express written consent of the Licensor;
- 3.3.2 reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof, for any purpose whatsoever;

- 3.3.3 copy (excluding when expressly authorised by this licence and the Usage Rules) or alter the Licensed Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this licence, the Usage Rules, and any other terms and conditions that apply to the Device or software used; or
- 3.3.4 remove any intellectual property notices. You acknowledge that no unauthorised third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

3.4 Violations of the obligations mentioned above may result in immediate termination of this Licence Agreement and the pursuit of any legal remedies available to the Licensor against You.

#### **4. OPEN SOURCE SOFTWARE**

The Licensed Application may include open source software components, which are subject to their respective open source license terms. The Licensor makes no representations or warranties, express or implied, regarding the open source components, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose. To the fullest extent permitted by applicable law, the Licensor disclaims any liability for any direct or indirect damages arising from the use of open source software within the Licensed Application. The End-User agrees to comply with all applicable open source license terms, and acknowledges that any breach of such terms may result in termination of this License Agreement.

#### **5. MODIFICATIONS**

Licensor reserves the right to modify the terms and conditions of licensing at any time upon 30 days' written notice to You. Your continued use of the Licensed Application after such notice constitutes acceptance of the modified terms. If You do not agree to the modified terms, You must cease using the Licensed Application and terminate this Agreement.

#### **6. TECHNICAL REQUIREMENTS**

- 6.1 The Licensed Application requires a firmware version of 14.0.0 or higher. Licensor recommends using the latest version of the firmware.

- 6.2 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.
- 6.3 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device on which You intend to use the Licensed Application satisfies the technical specifications mentioned above.
- 6.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.
- 6.5 You acknowledge that although it is possible, the Licensor does not support the use of this application on personal devices.

## **7. MAINTENANCE AND SUPPORT**

- 7.1 The Licensor is solely responsible for providing any maintenance and support services for this Licensed Application. You can reach the Licensor at the email address listed in the Digital Stores' overview for this Licensed Application.
- 7.2 The Licensor and the End-User acknowledge that the Digital Services have no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

## **8. DATA PROTECTION**

- 8.1 You acknowledge that Licensor will be able to access and adjust Your downloaded Licensed Application content and Your personal information, and that Licensor's use of such material and information is subject to Your legal agreements with Licensor and [Licensor's Privacy and Cookie Policy](#).
- 8.2 You acknowledge and agree that the Licensor may collect, use, and process: (i) technical data and related information about your device, system, and application software; and (ii) any data input into the Licensed Application. While personal data will be handled in accordance with our [Privacy and Cookie Policy](#) and applicable data protection laws, Licensor retains unrestricted rights to use anonymised and aggregated data for any business purpose, including analytics, improvement of services, and development of new products and features.

8.3 You acknowledge Your obligations regarding data protection and agree to comply with all applicable laws and regulations. You shall indemnify and hold harmless the Lessor from any claims, losses, or damages arising from Your breach of Your data protection obligations. Further details regarding data processing are outlined in the [Data Processing Agreement](#).

## 9. USER-GENERATED CONTRIBUTIONS

9.1 The Licensed Application does not offer End Users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Licensed Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "**Contributions**"). Contributions may be viewable by other End Users of the Licensed Application and through third-party websites or applications. As such, any Contributions you transmit may be treated in accordance with the Licensed Application Privacy and Cookie Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- 9.1.1 The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
- 9.1.2 You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this Licence Agreement;
- 9.1.3 You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness or each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Application and this Licence Agreement;
- 9.1.4 Your Contributions are not false, inaccurate, or misleading;
- 9.1.5 Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;

- 9.1.6 Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us);
- 9.1.7 Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
- 9.1.8 Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people;
- 9.1.9 Your Contributions do not violate any applicable law, regulation, or rule;
- 9.1.10 Your Contributions do not violate the privacy or publicity rights of any third party;
- 9.1.11 Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
- 9.1.12 Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap; and
- 9.1.13 Your Contributions do not otherwise violate, or link to material that violates, any provision of this Licence Agreement, or any applicable law or regulation.

- 9.2 Any use of the Licensed Application in violation of the foregoing violates this Licence Agreement and may result in, among other things, termination or suspension of your rights to use the Licensed Application.
- 9.3 You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the [Privacy Policy](#) and your choices (including settings).
- 9.4 By submitting suggestions or other feedback regarding the Licensed Application, you agree that we can use and share such feedback for any purpose without compensation to you.

9.5 We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **10. LIABILITY**

10.1 The Licensor's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the total fees paid by You to Licensor in the twelve (12) months immediately preceding the incident giving rise to the claim. In no event shall Licensor be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, regardless of whether such damages were foreseeable.

10.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties according to clause 3.3 of this Licence Agreement. To avoid data loss, You are required to make use of backup functions of the Licensed Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Licensed Application, You will not have access to the Licensed Application.

10.3 Notwithstanding the limitations of liability set forth in this Agreement, nothing in this Agreement shall exclude or limit the Licensor's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

## **11. WARRANTY**

11.1 The Licensor warrants, to the best of its knowledge, that the Licensed Application is original, does not infringe upon any third-party intellectual property rights, and has been developed with all necessary legal clearances. In the event of any claim of infringement, the Licensor will take immediate steps to resolve such claims or provide a non-infringing alternative. This includes:

- 11.1.1 Actively engaging in settlement discussions or legal proceedings associated with any settlements or judgments;
- 11.1.2 Providing written notice to the End-User within 10 business days of receiving any such claim; and/or
- 11.1.3 Retaining the right to modify the Licensed Application to avoid infringement or, if modification is not feasible, to terminate the license with a pro-rata refund of any prepaid fees.

  

- 11.2 The End-User agrees to promptly notify the Lessor of any potential infringement claims and to cooperate fully with the Lessor in the defence of such claims.
- 11.3 The Lessor warrants only that it will use commercially reasonable efforts to ensure the Licensed Application is free of malware at the time of Your download and will function substantially in accordance with the user documentation. This limited warranty is void if the Licensed Application is modified or used in breach of this Licence Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE LICENSED APPLICATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND.
- 11.4 No warranty is provided for the Licensed Application that is not executable on the device, that has been modified without authorisation, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of the Lessor's sphere of influence that affect the executability of the Licensed Application.
- 11.5 You are required to inspect the Licensed Application immediately after installing it and notify the Lessor about issues discovered without delay by email as provided in 'Contact Information' below. The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery.
- 11.6 If the Lessor confirm that the Licensed Application is defective, the Lessor reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

11.7 In the event of any failure of the Licensed Application to conform to any applicable warranty, You must notify My Software Group Ltd. first and provide a reasonable opportunity to cure before contacting the relevant Digital Store. If the issue remains unresolved after 30 days, You may then notify the relevant Digital Store regarding a refund of Your Licensed Application purchase price. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

## **12. TERMINATION**

The Licence Agreement shall remain valid until terminated by the Licensor or by You. The Licensor may terminate this Licence Agreement at any time upon 30 days' written notice to You. Additionally, Your rights under this Licence Agreement will terminate automatically and without notice from the Licensor if You fail to adhere to any of its terms. The Licensor may at its option, suspend Your access to the Licensed Application immediately upon any breach of this Licence Agreement. Upon termination, You shall stop all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

## **13. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

The Digital Stores shall be third-party beneficiaries of this End User Licence Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 and will have the right to enforce any term of this End User Licence Agreement against You as a third-party beneficiary thereof.

## **14. INTELLECTUAL PROPERTY RIGHTS**

14.1 The End-User acknowledges that all intellectual property rights associated with the Licensed Application remain exclusively with the Licensor and its licensors where applicable. The End-User may not assign, transfer, or sublicense these rights to any third party without explicit written consent from the Licensor.

14.2 In the event of any third-party claim that the Licensed Application infringes third party intellectual property rights, My Software Group Ltd. shall have sole control over the defence and settlement of such claims. You agree to (i) promptly notify My Software Group Ltd. of any such claim, (ii) provide reasonable assistance to My Software Group Ltd., and (iii) not make any admission or attempt to settle the claim without My Software Group Ltd.'s prior written consent.

## 15. ORDER OF PRECEDENCE

In the event of any conflict between this EULA and any of the following documents, the order of precedence shall be:

1. [SaaS Agreement](#) and [Data Processing Agreement](#)
3. This EULA
4. [Terms and Conditions](#).

## 16. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to any applicable sanctions, including but not limited to those imposed by the United States, United Kingdom, European Union, or United Nations; and that You are not listed on any sanctions, prohibited or restricted parties list maintained by these authorities. You shall comply with all applicable export control and sanctions laws and regulations.

## 17. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:

My Software Group Ltd.

71-75 Shelton Street

Covent Garden

London, WC2H 9JQ

United Kingdom

[info@mysoftwaregroup.co.uk](mailto:info@mysoftwaregroup.co.uk)

## **18. SEVERABILITY**

18.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

## **19. LAW AND JURISDICTION**

Any disputes that the parties cannot amicably resolve through good faith negotiations within 30 days shall be finally resolved by binding arbitration in London, United Kingdom under the LCIA Rules by a single arbitrator. The arbitration shall be conducted in English. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction.