



## TERMS OF USE

These terms and conditions (the “terms”) are a legal contract between you (‘licencee’ or ‘you’) and Blue Zinc IT Ltd (“Blue Zinc IT Ltd”, “we” or “us”) Company No. NI043881 whose registered office is at Dill House, Unit 4C, Castlereagh Business Park, 478 Castlereagh Road, Belfast, BT5 6BQ . The terms explain how you are permitted to use the system provided by the TM3 ‘Tele Health’ module which forms part of the TM3 Clinic Management system as show at [www.tm3pm.com](http://www.tm3pm.com) by Blue Zinc IT Ltd, (the “System”). By using the System, you are agreeing to all the following terms and conditions. if you do not agree with any of these terms, do not access or otherwise use this System.

These terms are in addition to the TM3 Software Licence and TM2/TM3 Support Terms & Conditions as set out at [www.tm3app.com/terms](http://www.tm3app.com/terms) which apply in conjunction with these terms when the System is being used.

Use of our System is not appropriate for emergencies. if you think you have a medical or mental health emergency, call 999 or go to the nearest hospital accident and emergency department.

### 1. TM3 Tele Health Module

The System is a tele-health online solution that allows participating healthcare practitioners (“Healthcare Providers” or “Providers”) to communicate with their clients and patients (“Patients”) to provide health care services online and perform virtual consultations via a secure Internet connection (the “Services”). It does not in itself provide medical services or any form of assessment, triage or medical advice.

To the extent medical advice is provided to you by a health care provider through the System, such medical advice is based on your personal health data as provided by you to the health care provider and the local standards of care for your presenting symptoms, based on the information you provide. The medical advice provided by your health care provider is not under the control of Blue Zinc IT Ltd, nor is it provided to or used by Blue Zinc IT Ltd.

Blue Zinc IT Ltd is not responsible in any way for any medical advice or recommendation provided by a Healthcare Provider via the system and specifically excludes any liability for interactions between the parties using the System at any time.

VIRTUAL CONSULTATIONS DELIVERED VIA THE SYSTEM ARE NOT RECORDED OR STORED IN ANY WAY AND THEREFORE CANNOT BE VIEWED BY ANY PARTY DURING OR AFTER THE CONSULTATION.

### 2. Modifications

Blue Zinc IT Ltd can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this System and by providing a notice on the System. By using this System after Blue Zinc IT Ltd has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the System.

Blue Zinc IT Ltd may make changes to the System at any time, without notice. If you object to any changes to the System, your sole recourse will be to cease using them. Continued use of the System following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the System as so modified. We also reserve the right to discontinue the System Services at any time with due notice of not less than 30 days to you . We will not be liable to you or any third-party should we exercise our right to modify or discontinue the System or the Services.

In addition, certain features of the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such



features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

### **3. Consent**

Use of the system by a Healthcare Provider and/or patient assumes that the relevant consent has been agreed and collected by the parties involved and such consent is obtained and stored in compliance with any applicable Data Protection legislation including (but not limited to) the Data Protection Act 2018 in the UK and the Data Protection Act 2018 in Ireland.

Blue Zinc IT Ltd is in no way responsible for the lawful collection of consent by any user of the system and the only recourse for complaint relating to consent for the use of online services and virtual consultations is between the Healthcare Provider and the Patient.

### **4. Patient and Health Care Provider Responsibilities**

If you are a Patient, you accept responsibility for yourself in the use of the System. You acknowledge that your relationship for healthcare services is with your Healthcare Provider, and your obtaining services from the Healthcare Provider is solely at your own risk and you assume full responsibility for all risk associated therewith, to the extent permitted by law. By using the System, you agree to not hold Blue Zinc IT Ltd liable in any way for any malpractice or substandard treatment the Healthcare Provider may render.

We do not confirm the credentials of Healthcare Providers using our System and do not validate that they are in good standing with their respective regulatory body. It is the patient's responsibility to separately confirm that a Healthcare Provider is in good standing with his or her respective regulatory body.

If you are a Healthcare Provider, you accept responsibility for your Patients as well as yourself in the use of this Service. You are also responsible for the quality of the services you provide during your use of the Service and for complying with all applicable laws in connection with your use of the Service. For example, you are responsible for obtaining any and all relevant certifications which may be required to practice your profession when using this System and maintaining malpractice and liability insurance in compliance with regulatory and local requirements.

Blue Zinc IT Ltd has established reasonable safeguards and procedures to protect the security of patient information, but you must also take steps to protect your privacy and confidentiality that of your patients.

### **5. General Provisions Regarding Use and Age Requirement**

By using this System, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age or are a "Minor" as defined by relevant legislation applicable to your region, that you are using the System with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the System and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Blue Zinc IT Ltd if the Minor breaches any of these Terms.

### **6. Licence Fees**



You agree to pay the agreed fees for use of the System monthly in advance to Blue Zinc IT Ltd on the first day of each month during the term (minimum 30 days). Payment of the Licence fee shall commence on the first day of the month following the date on which an agreed order is received by Blue Zinc IT Ltd and will be added to your existing Direct Debit instruction.

All sums payable are inclusive of VAT or any relevant local sales taxes, for which you will be liable.

If you fail to pay any amount liable under this agreement, Blue Zinc shall be entitled to charge interest on the overdue amount (payable by you immediately on demand) from the due date up to the date of actual payment at the rate of 2% per annum above the base rate of HSBC Plc. Such interest shall accrue on a daily basis and compound quarterly.

Blue Zinc IT Ltd shall have the right, subject to 90 days prior written notice to you, to increase the Licence Fee at any time whether to reflect increased costs to us from third parties or otherwise.

## 7. Termination

You may terminate this licence by providing Blue Zinc IT Ltd with not less than 30 days prior written notice.

Blue Zinc may terminate this licence:

- If the Licencee fails to pay any amount due under this agreement;
- If the Licencee is in breach of any terms of this agreement and fails to remedy such breach within 30 days;
- In the event of bankruptcy, insolvency, the appointment of administrators, winding up or any other such analogous event related to debt

Upon termination all rights granted to you will cease and you must cease all activities authorized by this licence.

## 8. Content

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you show or otherwise make available on or through the System ('Content'). You may not post or otherwise make available on this System any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this System.

When you provide Content you agree that it shall not be in violation of the "Unauthorized Activities" paragraph below. **Those prohibitions do not require Blue Zinc IT Ltd to monitor, police or remove any Submissions or other information submitted by you or any other user.**



## 9. Unauthorized Activities.

When using this System you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the System.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this System.
- Post anything contrary to our public image, goodwill or reputation.

This list of prohibitions provides examples and is not complete or exclusive. Blue Zinc IT Ltd reserves the right to (a) terminate access to your account, your ability to post to this System and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that Blue Zinc IT Ltd determines is inappropriate or disruptive to this System or to any other user of this System.

**Blue Zinc IT Ltd may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Blue Zinc IT Ltd's discretion, Blue Zinc IT Ltd will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this System or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this System may violate certain laws and regulations.

You agree to indemnify and hold Blue Zinc IT Ltd and its officers, directors, employees, affiliates and agents, harmless from and against any and all costs, damages, liabilities, and expenses (including legal fees Blue Zinc IT Ltd or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any professional negligence or malpractice claim or any claim or demand from a third-party that your use of this System or the use of this System by any person using your user name and/or password (including without limitation, your Submissions) violates any applicable law or regulation, or infringe or misappropriate the copyrights, trademark rights or other rights of any third-party.

## 10. Limitation of Liability.

Blue Zinc IT Ltd shall not be liable to you for any damages resulting from your displaying any materials from this system. In no event shall Blue Zinc IT Ltd be liable to you for any indirect, extraordinary,



exemplary, punitive, special, incidental, or consequential damages (including loss of data, revenue, profits, use or other economic advantage) however arising, even if Blue Zinc IT Ltd knows there is a possibility of such damage.

#### **11. Legal Disputes**

These Terms will be subject to and construed in accordance with Northern Irish law and the parties hereto agree to submit to the non-exclusive jurisdiction of the Northern Irish courts.