

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK ON THE “ACCEPT” BUTTON BELOW.

Who we are and what this Agreement does

We Acea Health Limited, a company registered in England with number 10364959 and whose registered office is Third Floor, 20 old Bailey, London EC4M 7AN license you to use:

- our Flynotes software (**Flynotes**) and any updates or supplements to it;
- the related electronic documentation (**Documentation**); and
- the service you connect to via Flynotes (**Service**),

as permitted in these terms.

Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice, which is available at www.flynotes.co.uk and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using Flynotes or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Operating system requirements

Flynotes requires an IOS, Windows or Android tablet with an internet connection.

Support for Flynotes and how to tell us about problems

Support. If you want to learn more about Flynotes or the Service or have any problems using them please take a look at our Support Services Policy at www.flynotes.co.uk

Contacting us (including with complaints). If you think Flynotes or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at hello@flynotes.co.uk or use the live chat service on our website www.flynotes.co.uk

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download, view, use and display Flynotes and the Service on your device for your internal business purposes, at your dental practice which has subscribed for Flynotes only. You may

not share Flynotes or your login details to Flynotes, with any other dentist (whether at your practice or not) or with any other dental practice (whether you work for that practice or not);

- use any Documentation to support your permitted use of Flynotes and the Service; and
- receive and use any free supplementary software code or update of Flynotes incorporating “patches” and corrections of errors as we may provide to you.

You must be 18 or over to accept these terms and create a Flynotes login.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you as much notice as reasonably practicable of any change by notifying you of it when you next login to Flynotes.

If you do not accept the notified changes you will not be permitted to continue to use Flynotes and the Service.

Update to Flynotes and changes to the Service

From time to time we may automatically update Flynotes and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update Flynotes for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using Flynotes and the Services.

If someone else owns the device you are using

If you download Flynotes onto any device not owned by you, you must have the owner’s permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

We may collect technical data about your device

By using Flynotes or any of the Services, you agree to us collecting and using technical information about the devices you use Flynotes on and related software, hardware and peripherals to improve our products and to provide any Services to you.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, Flynotes or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy Flynotes, the Documentation or Services, except as part of the normal use of Flynotes or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of Flynotes, the Documentation or Services nor permit Flynotes or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Flynotes and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Flynotes or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with Flynotes or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to Flynotes;
 - is kept secure; and
 - is used only for the Permitted Objective; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by Flynotes or any Service.

Acceptable use restrictions

You must:

- not use Flynotes or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Flynotes, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of Flynotes or any Service;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of Flynotes or any Service;

- not use Flynotes or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Intellectual property rights

All intellectual property rights in Flynotes, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in Flynotes and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, Flynotes, the Documentation or the Services other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Limitations to Flynotes and the Services. Flynotes and the Services are provided to help you obtain valid and informed consent from dental patients. However it is your responsibility to decide when consent is required, what form that consent should take, and how it should be obtained. The obtaining of consent via Flynotes is not guaranteed to constitute valid consent as required by legal, regulatory and professional bodies from time to time. Flynotes and the Services are no substitute for your professional judgement in such matters.

Please back-up content and data used with Flynotes. We recommend that you back up any content and data used in connection with Flynotes, to protect yourself in case of problems with Flynotes or the Service.

Check that Flynotes and the Services are suitable for you. Flynotes and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of Flynotes and the Services (as described in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for Flynotes or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

We may end your rights to use Flynotes and the Services if you break these terms

We may end your rights to use Flynotes and the Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use Flynotes and the Services because you have broken these terms, or because the licence under which you are entitled to use them has otherwise come to an end:

- you must stop all activities authorised by these terms, including your use of Flynotes and any Services;
- you must delete or remove Flynotes from all devices in your possession and immediately destroy all copies of Flynotes which you have and confirm to us that you have done this;
- we may remotely access your devices and remove Flynotes from them and cease providing you with access to the Services; and
- we will send to you within a reasonable period of time from us ending your rights to use Flynotes and the Services, on your request, any relevant completed consents in pdf format.

We may transfer this Agreement to someone else We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

If a court finds part of this contract illegal, the rest will continue in force Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.