

Terms of Service

Last updated: 30.1.2025

1. WHAT THESE TERMS COVER

- 1.1 At Clera Healthcare Ltd we want our relationship with you to be as clear, simple and trustworthy as our service so here are the terms and conditions on which we supply our services to you via our website application (the "**Clera Platform**").
- 1.2 Please read these terms carefully (the "**Terms of Service**"). The Terms of Service tell you who we are, how we will provide services to you, what to do if there is a problem and how the contract between us can change.
- 1.3 The current version of these Terms of Service contains the only terms and conditions that apply to our relationship with you.

2. OUR CONTRACT WITH YOU

- 2.1 You will be asked to confirm you agree to these Terms of Service when you agree to receive communications about your (or your relative's) in-patient treatment from the relevant healthcare professional via the Clera Platform, as part of our trial of the Clera Platform. You must accept these Terms of Service before you use our service. If you do not agree to these Terms of Service, you cannot participate in the trial of the Clera Platform.
- 2.2 If there is anything within these Terms of Service that you do not understand, please contact us to discuss.

3. WHO WE ARE

- 3.1 We are Clera Healthcare Ltd, a company registered in England and Wales (company number 14743510) with its registered address at 25 Ash Road, Bristol, England BS7 8RN ("**Clera**", "**we**", "**our**" or "**us**").
- 3.2 Clera is a company which provides software for healthcare teams to communicate directly with patients (and relatives of patients, where applicable). Clera is not a healthcare provider and is not responsible for any communications made between you and your healthcare provider regarding hospital treatment and diagnoses via the Clera Platform. If you have any issues or questions regarding your treatment, please contact the relevant hospital or healthcare provider directly.

4. PRIVACY & SECURITY

Your privacy is important to us. Please read our Privacy Notice at <https://www.getclera.co.uk/policies> to understand how we collect, use and share information about you.

5. THE SERVICES WE OFFER YOU

- 5.1 We offer a service that allows you to receive and respond to direct communications via SMS from a healthcare professional assigned to you or your relative during a period of in-hospital treatment (the “**Clera Service**”).

6. WHO CAN USE THE CLERA PLATFORM

- 6.1 To use the Clera Platform you must be a UK resident, over 18 and have access to a mobile device that receive messages electronically.
- 6.2 You must be an individual consumer and use the Clera Service for your own personal and private use. You are not permitted to use the Clera Platform for any commercial business or for-profit purpose.

7. RULES OF ACCEPTABLE USE

- 7.1 In addition to the other requirements within these Terms of Service, this section describes specific rules that you must follow when using the Clera Service (the “**Rules of Acceptable Use**”).
- 7.2 When using the Clera Service, you shall not:
- (a) give any false or misleading information or permit another person to use the Clera Service under your name or on your behalf;
 - (b) impersonate any person, or misrepresent your identity or affiliation with any person;
 - (c) use the Clera Service other than for its intended purpose as set out in these Terms of Service;
 - (d) use the Clera Service if we have suspended your access to it, or have otherwise banned you from using it;
 - (e) modify, interfere, intercept, disrupt or hack the Clera Service or collect any data from the Clera Service other than in accordance with these Terms of Service;
 - (f) misuse the Clera Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which would harm the Clera Service or the equipment of any user of the Clera Service, or using any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Clera Service in a manner that sends more request messages to the Clera Service than a human can reasonably produce in the same period of time;
 - (g) submit or upload any user content:
 - (i) containing personal information (including images or voice clips) of people without their consent. If you upload any user content containing personal

information of anyone under the age of 18, you confirm that you are their parent or guardian and consent, or that you have the permission of their parent or guardian to do so; or

- (ii) in respect of which you do not hold appropriate usage rights; or
- (h) submit or upload any user content which in our reasonable opinion is:
 - (i) defamatory to any person, deceptive, obscene, offensive, harmful or inflammatory;
 - (ii) bullying, insulting, threatening, intimidating or humiliating;
 - (iii) promoting or depicting sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or is otherwise prejudicial to human dignity;
 - (iv) material depicting child sexual abuse; and/or
 - (v) unlawful in any way or in breach of another party's rights (including intellectual property rights), or advocating, promoting or inciting any party to commit or assist any unlawful or criminal act.

7.3 If you fail to comply with the Rules of Acceptable use, we may take all or any of the following actions (with or without notice):

- (a) immediate, temporary or permanent withdrawal of your right to use the Clera Service;
- (b) issuing of a warning to you;
- (c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- (d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

These actions are not limited and we may take any other action we reasonably deem to be appropriate.

Communications about these Terms of Service

7.4 If you need to contact us in relation to the Terms of Service or any other document mentioned in them, please email us at info@clera.uk.

7.5 If we have to contact you about these Terms of Service, we will do so by writing to you at the email address associated with your account or by other legally permitted means.

Please ensure your details are kept up to date. When we use the words “**writing**” or “**written**” in these terms, this includes emails.

8. SUSPENSION

- 8.1 Sometimes we might have to suspend our service to deal with technical problems or make minor technical changes. These suspensions should be brief, but we will not be liable for any such periods of suspended service, or any losses incurred by you as a result of the suspension, irrespective of the length of that suspension.

9. IMPORTANT NOTE ON INTELLECTUAL PROPERTY RIGHTS

Clera is the owner or licensee of all intellectual property rights in the Clera Platform. These works are protected by copyright and other laws and treaties around the world. All such rights are reserved. Except as expressly set out in these Terms of Service, Clera does not grant you any rights to or licenses in respect of the Clera Platform.

10. OUR RESPONSIBILITY TO YOU

- 10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms of Service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms of Service or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 10.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Nothing in the Terms of Service is intended to exclude or limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or affect your statutory rights in the laws in your country of residence.
- 10.3 **Limits on liability.** We will exercise reasonable care and skill in providing the Clera Service to you but, due to the nature of the internet and technology, the Clera Service is provided on an "as available" and "as is" basis. This means that we are unable to promise that your use of the Clera Service will be uninterrupted, without delay, error-free, or meet your expectations and we do not give any commitment relating to the performance or availability of the Clera Service in these Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by law.
- 10.4 **Security.** We care about the integrity and security of your personal information and user content. However, we cannot guarantee that unauthorised third parties will never be able to defeat our security measures or use your personal information or user content for improper purposes.

11. CHANGES TO THE DOCUMENTS

- 11.1 We have the right to change or amend the terms of this contract at any time, however we will notify you of such changes by way of updates to these terms on our website. It is your responsibility to regularly check these terms and make yourself aware of any changes.
- 11.2 Changes will usually occur because of new features being added to the Clera Service, change in the law or where we need to clarify our position on something.

12. ENDING OUR RELATIONSHIP

Your right to end our relationship

- 12.1 The Terms of Service take effect from when you first use the Clera Service and will remain in effect until terminated.
- 12.2 If at any time you do not feel that you can agree to the Terms of Service or any changes made to the Terms of Service or the Clera Service, you must immediately stop using the Clera Service.

Our right to end our relationship

- 12.3 If we determine that you have clearly, seriously or repeatedly breached the Terms of Service, including, in particular, the Rules of Acceptable Use, we may suspend or permanently disable your access to the Clera Service and/or terminate your access.
- 12.4 We may also withdraw the Clera Service for any reason with immediate effect, in line with our contract with North Bristol NHS trust.

What happens if you or we end our relationship

- 12.5 We will stop providing services to you when one of us ends our contract.
- 12.6 If we suspend, disable or terminate your use of the Clera Service or we withdraw the Clera Service as described in this section 12, we may delete or modify any information we hold about you. You may also lose any rights you have to use the Clera Service.
- 12.7 Please see our Privacy Notice for further details on how long we keep your personal information for.
- 12.8 We will not offer you any other compensation for any losses incurred by you on our ending of your right to use the Clera Service.

13. SOME NECESSARY FINAL DETAILS

- 13.1 **Third party rights and transfer.** This contract is between you and us. It is private and no one else has any rights to enforce its terms. All of our rights and obligations under the Terms of Service are freely assignable or otherwise transferable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.

- 13.2 **Entire agreement.** The Terms of Service make up the entire agreement between you and Clera regarding your use of the Clera Service. They supersede any prior agreements.
- 13.3 **Invalidity.** 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.
- 13.4 **Delays.** 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. For example, if you miss a payment, and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.5 **Disputes between us.** If you are ever unhappy or dissatisfied by your experience on Clera you can always let us know at info@clera.uk. In the unlikely event that we are not able to resolve a dispute informally, we will discuss and agree with you the most effective way of resolving the dispute.
- 13.6 **Governing law.** These terms are governed by English law, and you can bring legal proceedings in the English courts.