



TM2/TM3 'Healthcode' Module Terms and Conditions

All Users of services provided by BLUE ZINC IT LTD, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between Blue Zinc IT Ltd. Registered office: Dill House, Unit 4C, Castlereagh Business Park, 478 Castlereagh Rd, Belfast, County Antrim, BT5 6BQ ("we" and also "BLUE ZINC IT LTD") and the user ("you").

The following constitute the terms and conditions under which BLUE ZINC IT LTD trades and supplies its TM2 and TM3 'Healthcode' module. These conditions represent the totality of the agreement and form the Contract between BLUE ZINC IT LTD and the User for TM2 and TM3 'Healthcode' module but are in addition to any Licenses and Support Agreements for the use of and products or services and any additional Agreements for related software or services.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. BLUE ZINC IT LTD is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1. Definitions

In this Contract unless the context otherwise requires:

"Data Protection Legislation" means the UK Data Protection Act 1998 (DPA) or any subsequent legislation that supersedes the DPA, such as GDPR legislation.

"Data" means any information stored within the TM2 or TM3 applications including, but not limited to, patient information (including name, address, telephone number etc), patient clinical information, financial and appointment information.

"Data Controller" means the Data Controller as defined by the DPA 1998 or any subsequent legislation that supersedes the DPA, such as GDPR legislation.

"Data Processor" means the Data Processor as defined by the DPA 1998 or any subsequent legislation that supersedes the DPA, such as GDPR legislation.

"Sub Processor" means a sub processor as defined by the DPA 1998 or any subsequent legislation that supersedes the DPA, such as GDPR legislation.

2. GENERAL

2.1 TM3's Healthcode module operates by integrating with the Healthcode VEDA® e-medical billing system. This allows invoices to be sent to insurers who work with the Healthcode system and remittances to be received electronically by those insurers who offer this service via Healthcode. Details of this system can be found on the Healthcode website below:

<http://www.healthcode.co.uk/solutions/online-medical-billing/integrated-e-medical-billing.html>

2.2 Use of this system requires you to be registered with Healthcode which is subject to the terms and conditions set out at:

<http://www.healthcode.co.uk/terms-and-conditions.html>

2.3 To register with Healthcode you must contact Healthcode directly and this registration is outside of the control of Blue Zinc.

3. DISCLAIMER AND LIMITATION OF LIABILITY

3.1 The TM3 Healthcode module is provided on an as-is basis and, other than stated above, use of the TM3 Healthcode module and Healthcode products and services is done entirely at your own risk. Blue Zinc exclude all representations and warranties about the accuracy, reliability, completeness or timeliness of any information in Healthcode products and services to the maximum extent allowed by law.

3.2 Blue Zinc will not be liable for any losses, costs, claims, demands, damages and expenses (each whether direct or indirect) resulting from any unavailability of TM3 and/or Healthcode products and services or any corruption (including, without limitation, infection, viruses, worms, trojan horses or other code that manifest contaminating or destructive properties) or loss of data you may suffer. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to Healthcode products and services for the reconstruction of any lost data. Furthermore although TM3 and Healthcode are reliable services, as use of the TM3 Healthcode module is dependent upon a 3rd party (Healthcode) Blue Zinc does not guarantee that any particular invoice will be delivered, the time it may take to deliver the invoice, that any particular remittance will be received or the time it will take to receive the remittance.

3.3. Our total aggregate liability to you for any claim resulting from a data breach caused by us or a sub processor (as defined by the DPA 1998 or any subsequent legislation that supersedes the DPA, such as GDPR legislation) shall be limited to a maximum of five times the contract value between the parties in the preceding 12 months. Breaches of personal data are as set out in section 7 below.

4. TERM AND PAYMENT

4.1 The term is monthly renewing automatically at the end of each month unless terminated as set out below.

4.2 You agree to pay Blue Zinc the cost of all applicable Healthcode charges using your account by monthly Direct Debit at the rates noted below, or the current agreed rate. Direct Debits are collected on or around the 15th of each month. Monthly itemised statements are not included in the pricing of TM3's Healthcode module. If you require a statement, there will be a small charge to produce this.

4.3 Blue Zinc IT reserve the right to change the cost by giving 1 month's notice by email.

5. TERMINATION AND SUSPENSION OF USE

5.1 To cancel your use of the TM3 Healthcode module, please contact us in writing and we will stop your service on the date you request. You will be billed for any outstanding charges at the following billing date.

5.2. We reserve the right, in our sole reasonable discretion, to immediately terminate your access to TM3's Healthcode module without notice if in our sole discretion we believe you or your user(s) have breached these Terms and Conditions and/or are threatening the security and/or integrity of TM3 and/or Healthcode products and services through your use of the system.

11. In the event of non-payment of an overdue invoice by you, we reserve the right to suspend the service immediately until payment is made in full.

6. HEALTHCODE CHARGE BANDS

As of January 2018, the standard charging bands for the TM3 Healthcode module (including eRemit remittance service) are as follows:

Band (total monthly invoice amount)	Percentage Charged
£0 - £3000 / month	0.75
£3001 - £10,000 / month	0.55
£10,001 - £50,000	0.40
£50,001+	0.30

7. Data Protection Legislation

7.1 For the purposes of this contract, the user is the Data Controller and BLUE ZINC IT LTD are the Data Processor.

7.2 BLUE ZINC IT LTD will ensure that adequate measures are implemented to maintain the segregation of Data from other Personal Data Processed by them.

7.3 The user warrants that where it acts as a Data Controller and collects Personal Data which it subsequently transfers to the Data Processor:

- A) it has collected such data fairly and lawfully; and
- B) the disclosure of such data to the other is fair and lawful; and
- C) The Data Processor's use of such Personal Data for the purposes of carrying out its obligations under this Contract will not breach the DPA.

7.4 In circumstances where the Data Processor is acting as a Data Processor on behalf of the user, the Data Processor agrees and acknowledges that:

- a) The Data Processor shall not, and only the Data Controller shall, determine or seek to determine the purposes for which and the manner in which the user Data are, or are to be, processed.
- b) The Data Processor shall process the user Data only to the extent, and in such a manner, as is necessary to undertake the Services and shall not Process the user Data for any other purpose. Without prejudice to the generality of this clause, the Data Processor shall not use the user's Data to directly or indirectly market, solicit or offer to any patient any product or service or otherwise communicate with such individual;
- c) The Data Processor will keep a record of any Processing of Personal Data it carries out on behalf of the user;
- d) If the Data Processor receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with the DPA, it shall immediately notify the user and it shall provide the user with assistance in relation to any such complaint, notice or communication;
- e) Where the Data Processor is acting as a Data Processor and in order to provide the

Services it is necessary to transfer the user Data outside the European Economic Area, it shall only do so providing that it has taken adequate measures to safeguard the security of the user Data when accessed in the Country outside of the EEA including but not limited to ensuring there are robust authentication procedures and the Data Processor has restricted the Personal Data accessed outside the EEA by ensuring only the user Data necessary to provide the Services can be viewed.

7.5 The Data Processor shall use all reasonable efforts to assist the user with complying with all obligations imposed on the user with regards Personal Data under the DPA including without limitation:

- a) providing the user with information explaining the security measures in place to protect the Data; and
- b) using all reasonable endeavors to comply with best practice guidelines published by the Information Commissioner from time to time which are relevant to the type of Personal Data or the purpose or Processing to be carried out under this Contract.

7.6 The Data Controller consents that the Data Processor uses third parties (sub processors) to enable the delivery of the service, specifically Healthcode. Where the Data Processor uses such sub processors to enable the delivery of the service, the Data Processor shall:

- a) carry out adequate due diligence on such Third Parties to ensure that it is able to comply with the data security obligations;
- b) ensure that a suitable agreement is in place with the Third Party and that the terms of the agreement with the Third Party are no less onerous than those of this Contract;
- c) ensure the third party is subject to a commitment of confidentiality;
- d) remain liable to the user for all the acts and/or omissions of the Third Party which result in a breach of this Contract by the Data Processor; and
- e) ensure appropriate technical and organizational security measures are in place when working with such third parties.
- f) Ensure the user is informed if a new sub processor is used.

7.7 During the term of the Contract the Data Processor shall:

- a) not disclose, provide, transfer or otherwise disseminate the user Data to any Third Party except where such disclosure, provision, transfer or dissemination is required solely to allow such supplier to meet its obligations under this Contract and/or under any Policy; and
- b) procure that third-party service providers shall, use the user Data only for the purposes set out in this Contract and shall not use the user Data to directly or indirectly market, solicit or offer to any patient any product or service or otherwise communicate with such individual.

7.8 The Data Processor shall notify the user within 3 Business Days if it receives a request from a Data Subject for access to that person's Personal Data comprised in the user Data.

7.9 The Data Processor shall provide the user with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data where the user is unable to fulfil that request by use of the TM2 or TM3 application themselves.

7.10 The Data Processor shall not disclose the user Data to any Data Subject or to a third-party other than at the request of the user or as provided for in this Contract.

7.11 The Data Processor shall notify the user immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to, corruption of or destruction of the user Data.

7.12 The Parties agree to use all reasonable endeavors to reach agreement on any change to the Contract which may be required in order to comply with an Enforcement Notice served on either of them in connection with data Processed under the Contract or in response to proceedings or enquiries from the Office of the Information Commissioner in order to avoid an Enforcement Notice being served or to ensure compliance with one.

7.13 The Parties agree that all data stored under the service shall be owned by the user.

7.14 The Data Processor shall promptly report to the any circumstance which the Data Processor becomes aware of which may cause either party to breach the DPA.

7.15 The Data Processor warrants that it will process the user Data in compliance with all

applicable laws, enactments, regulations, orders, standards and other similar instruments.

7.16 The Data Processor warrants that all the user Data is to be afforded appropriate security with regard to its Processing, transfer, storage and deletion.

7.17 The Data Processor warrants that it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of the user Data and against the accidental loss or destruction of, or damage to, Personal Data at a level of security appropriate to the harm that might result from any unauthorised or unlawful Processing or accidental loss, destruction or damage to the Personal Data being protected.

8. Law

This Agreement shall be governed by and construed in accordance with the law of Northern Ireland and you hereby submit to the non-exclusive jurisdiction of the Northern Irish courts.

9. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.