wysdom
dental technologies

Terms & Conditions

for

RotaAngel Software

Wysdom Dental Technologies Ltd – RotaAngel Software

These Terms and Conditions apply to the provision of RotaAngel Software by us, Wysdom Dental Technologies Ltd, a company registered in Scotland under number SC114467, whose registered office address is at 272 Bath Street, Glasgow, United Kingdom, G2 4JR ("Company/we/us/our").

1. **Definitions and Interpretation:** In these Terms and Conditions, the following expressions have the following meanings:

   "Authorised User" means each person authorised to use the Software by the Client;

   "Client/you/your" means the individual, firm or corporate body accessing the Software. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be the Client in the context of the Contract;

   "Contract" means the contract formed as detailed in clause 2, which includes the acceptance of these Terms and Conditions.

   "Software" means the RotaAngel software provided by the Company; and

   "User Data" means all data inputted to the Software by the Client and its Authorised Users, for the purpose of using the Software.

1.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

   1.1.1 "writing" and "written" includes emails and similar communications;

   1.1.2 a statute is a reference to that statute as amended or re-enacted at the relevant time;

   1.1.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

   1.1.4 a clause refers to a clause of these Terms and Conditions;

   1.1.5 a "party" or the "parties" refer to the parties to these Terms and Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and have no effect upon their interpretation.

1.3 Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. **The Contract**

2.1 A legally binding Contract is formed as soon as you log in to first access the Software. You agree to comply with and be bound by these Terms and Conditions upon your first use of the Software. If you do not agree to all of these Terms and Conditions, you must not use the Software.

2.2 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions, unless we agree otherwise in writing.

3. **Use of the Software**

3.1 Each Authorised User will be sent a separate log-in for the Software. It is your responsibility to ensure that Authorised Users use the Software only in accordance with these Terms and Conditions and are accordingly notified of the same.

3.2 You will ensure that any Authorised User who leaves your employment has their access to the Software removed immediately. You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, you must notify us promptly. We will be entitled to carry out regular audits to ensure that only Authorised Users have access to the Software.

3.3 You undertake that you will not allow or suffer any password to be used by more than one Authorised User and confirm that you will use reasonable endeavours to ensure that each Authorised User keeps their password confidential. You will also ensure that each password is strong and secure and is changed regularly, in accordance with cyber-security best practice.

3.4 You, and all Authorised Users, must not access, store, distribute or transmit any viruses, or any material during the course of using the Software that:

   3.4.1 is unlawful, discriminatory, harmful, threatening, defamatory, obscene, infringing, harassing or offensive;

   3.4.2 facilitates illegal activity;

   3.4.3 depicts sexually explicit images;

   3.4.4 promotes unlawful violence; or

3.4.5 causes or may cause damage or injury to any person or property

and we reserve the right, without liability to the Client, to remove any material that breaches the provisions of this clause.

3.5 We do not warrant that your use of the Software will be uninterrupted or error-free; nor that the Software, and/or the information obtained by you through the Software will meet your requirements.

3.6 The Software is designed to calculate statutory worker leave entitlements in the UK. It calculates this using the User Data inputted. It is your responsibility to check all outputs with appropriate HR professionals, as we are not responsible for the output of the Software, or the way in which you choose to use the results obtained from it. It is also your responsibility to ensure that the outputs match your company's contracts and policies.

3.7 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.8 We reserve the right to carry out Software maintenance at such times as may be necessary at our discretion but will endeavour to give you advance notice where possible.

3.9 We will issue operating guidelines on the use of the Software, which may change from time to time. It is your responsibility to follow current guidelines and to ensure all Authorised Users also follow such guidelines at all times.

4. Fees

4.1 The Software is commercially licensed software. It is not open-source, freeware or shareware. However, subject to the remainder of this clause 4, we may offer use of Version1 of the Software for free TO THE DENTAL HEALTHCARE SECTOR ONLY for a limited period of time.

The Software will not be chargeable for users of the Wysdom Practice Management Software; it will be included as part of that contract.

4.2 If you require additional functionality to that which is standard within Version1, then you will need to pay the fees as stated on our website (or as otherwise agreed between you and us in writing).

4.3 If we deem, at our sole discretion, that you do not meet the criteria for the free use of Version1, we will notify you and you will have the option to commence paying the fees or terminate the Contract.

4.4 We reserve the right to commence charging for Version1 and to review our fees periodically. We will provide you with a minimum of 30 days' notice of this before such change will take effect and you may choose to terminate the Contract in accordance with clause 7.

4.5 All fees are payable monthly in advance throughout the term of the Contract by Direct Debit. No refunds will be offered in the event of termination part way through a calendar month.

4.6 All fees payable under the Contract are exclusive of VAT (where applicable).

4.7 The time for payment is of the essence of the Contract. If you fail to make any payment to us by the due date then, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, we will have the right to suspend your access to the Software immediately and charge you interest on a daily basis at the rate of 8% per annum above The Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue after as well as before any judgment. We may also charge for any costs we may incur in attempting to recover any outstanding debt.

5. Intellectual Property Rights, Claims and Disputes

5.1 Once the Contract is formed, we will immediately grant you a non-exclusive, non-transferrable licence to use our Software solely for your own internal business operations, within the bounds of these Terms and Conditions.

5.2 The Software, together with any and all intellectual property rights of whatever nature which now or in the future subsist in the Software are and will remain our property. The Contract does not constitute a sale of the original Software or any copies of it.

5.3 You must not:

5.3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, or distribute all or any portion of the Software in any form or media or by any means;

5.3.2 attempt to reverse compile, disassemble, or reverse engineer all or any part of the Software;

5.3.3 access all or any part of the Software in order to build a product or service which competes with the Software;

5.3.4 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;

5.3.5 sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to

any third party except the Authorised Users; or

5.3.6 permit any third party to breach this clause 5.3, or attempt to obtain or assist third parties in obtaining, access to the Software other than as provided under these Terms and Conditions.

5.4 You must notify us immediately if you become aware of any unauthorised use of the whole or any part of the Software by any person.

5.5 We will defend, at our own expense, any claim brought against you alleging that the use of the Software infringes the intellectual property rights of a third party and we will pay all reasonable direct costs and damages awarded or agreed to in settlement of such a claim provided that you:

5.5.1 give us the sole authority to defend or settle the claim;

5.5.2 furnish us with prompt written notice of the alleged claim; and

5.5.3 provide us with reasonable assistance in respect of the claim.

5.6 We will have no liability for any such claim resulting from any modification of any part of the Software by any party other than us or an authorised agent of ours.

6. Data

6.1 All personal information that we may process will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018 and any subsequent amendments to them.

6.2 You agree that you will also comply with current data protection legislation in force from time to time. In particular, in relation to User Data, you warrant that you have obtained the appropriate consents from any person whose personal data will be uploaded to the Software. We will have access to the User Data, but will use this only to perform our obligations to you under the Contract.

6.3 You own all rights, title and interest in and to all of the User Data and are solely responsible for its legality, reliability, integrity, accuracy and quality. All User Data will be deleted from the Software upon termination as detailed in clause 7.

7. Termination

7.1 Either party may terminate the Contract without liability:

7.1.1 by giving written notice to the other;

7.1.2 if the other party commits a material breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice of the breach and requiring it to be remedied;

7.1.3 or if the other party goes into bankruptcy, liquidation or administration either voluntary or compulsory (except for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, or if the other party ceases, or threatens to cease, to carry on business.

7.2 For the purposes of clause 7.1.2, a breach will be considered capable of remedy if the party in breach can comply with the provision in question in all respects.

7.3 Upon termination of the Contract for any reason:

7.3.1 the Client's access and licence to use the Software will terminate immediately; and

7.3.2 we will irretrievably delete any User Data contained within the Software.

7.4 Any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract will survive termination on a pro-rata basis.

7.5 The rights to terminate the Contract given by this clause 7 will not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

7.6 If after registration we deem, at our sole discretion, that you do not meet the criteria for the free use of Version1 or any future Trial Version we will notify you accordingly and close the account.

8. Liability

8.1 Nothing in these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability, which cannot lawfully be excluded or limited.

8.2 Except as provided in clause 8.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are expressly excluded to the maximum extent permitted by law.

8.3 You are solely responsible for procuring and maintaining adequate network connections and internet access and for all problems, delays, delivery failures and all other loss or damage arising from or relating to this.

8.4 We do not warrant that your use of the Software

will be uninterrupted or error-free; or that the Software, and/or the information obtained by you through the Software, will meet your requirements. You assume sole responsibility for results obtained from your use of the Software and for conclusions drawn from such use.

8.5 You are wholly responsible for the User Data inputted to the Software and for the results obtained from this. We accept no liability for your use of the information obtained by using the Software.

9. **Confidentiality:** Each party undertakes that throughout the duration of the Contract, the parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under the Contract. Each party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other party in writing.

10. **Force Majeure:** Neither party to the Contract will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

11. **Notices and Communications:** Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

12. **Other Important Terms**

12.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, we sell our business). If this occurs we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and

under the Contract, as applicable) without our express written permission.

12.3 Each party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract. The Contract constitutes the entire agreement between you and us with respect to its subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

12.4 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12.5 In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.

12.6 No failure or delay by either party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Contract will be deemed to be a waiver of any subsequent breach of the same or any other provision.

13. **Law, Jurisdiction and Dispute Resolution**

13.1 The Contract and all matters arising from it and any dispute resolutions referred to below will be governed by and construed in accordance with the laws of England and Wales.

13.2 The Client recognises that our business relies upon the protection of our Intellectual Property Rights ("IPR"). In the event of a breach or threatened breach of IPR, we will be caused irreparable damage and may therefore be entitled to injunctive or other equitable relief in order to prevent a breach or threatened breach of our IPR.

13.3 With respect to all other disputes which are not IPR related, the parties will attempt to resolve the dispute using an Alternative Dispute Resolution ("ADR") procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute is not resolved to the satisfaction of both parties within 30 days after it has arisen, the parties will irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of the Contract.