



myCliniBot – Terms and Conditions

Effective Date: August 2025

Parties:

- (1) Smiles and Bliss Ltd, a company incorporated in England and Wales (company number 11818854), with registered office at 22 Wenlock Road, London N1 7GU (“myCliniBot”, “we”, “us”, “our”); and
- (2) The entity or individual accepting these terms (“Customer”, “you”, “your”).

By ticking the acceptance box or otherwise accessing or using the myCliniBot platform, you agree to be bound by this Agreement.

1. Definitions and Interpretation

- 1.1 Capitalised terms have the meanings set out in **Schedule 1 (Definitions and Interpretation)**.
- 1.2 In these Terms, references to “including”, “include” or similar are illustrative and not limiting.

2. Rights of Use

- 2.1 Subject to this Agreement and payment of the applicable Subscription Charges, we grant you a non-exclusive, non-transferable, non-sublicensable right to permit Authorised Users to access and use the Software and Documentation for your internal business purposes during the Term.
- 2.2 The Software comprises the following modules: (a) Notes Creator (48-hour ephemeral notes); (b) Consent Forms (secure e-signature, retention per clause 12); and (c) Patient Tracker (treatment journey metadata). MyCliniBot is not an EHR and is not intended for long-term clinical record storage.

3. Technical Requirements

- 3.1 Access requires a modern Chromium-based browser (e.g., Google Chrome) and a stable internet connection.
- 3.2 You are responsible for compatible devices, operating systems, security patches and connectivity.

4. Authorised Users and Acceptable Use

- 4.1 You shall ensure Authorised Users comply with this Agreement. User accounts are **individual** and must not be shared.
- 4.2 You shall not, and shall procure Authorised Users shall not:
 - (a) copy, modify, frame, mirror, republish, download, display, transmit or distribute any part of the Software or Documentation except as expressly permitted;
 - (b) reverse-compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Software (except to the extent such restriction is prohibited by law);
 - (c) access the Software to build a competing product or service;
 - (d) provide the Software to third parties other than Authorised Users;
 - (e) upload or transmit any malicious code or unlawful, defamatory, infringing, discriminatory, harmful or otherwise objectionable content.
- 4.3 You shall use reasonable endeavours to prevent unauthorised access and shall promptly notify us of any suspected unauthorised use or security incident.



5. Our Obligations and Support

5.1 During the Term, we shall make the Software and Documentation available in accordance with this Agreement.

5.2 We may suspend access (in whole or part) if: (a) we reasonably suspect misuse or material breach; (b) there is an emergency, security risk or maintenance requirement; or (c) as provided in clause 8.5 (non-payment). We will act reasonably and restore access when the cause is resolved.

5.3 Support: email support@mymyCliniBot.com or use in-product channels (business hours UK time).

5.4 Updates/Upgrades: we may modify features and functionality; we will use reasonable endeavours to avoid materially adverse impact.

6. Clinical Responsibility; AI Output Disclaimer

6.1 Clinical Responsibility. The Platform assists with drafting clinical notes, generating consent documents, and tracking treatment journeys. It does not provide medical advice and does not replace clinical judgment.

6.2 AI-Generated Content. The Notes Creator and any AI-assisted features may generate suggestions, drafts or summaries. Whilst we use reasonable efforts to deliver accurate, comprehensive outputs, AI may produce errors or omissions. The Customer and its clinicians remain solely responsible for verifying, editing and approving all notes, consents and records before use with patients or before storage in the clinic's EHR.

6.3 No Reliance. You acknowledge that final review and correctness of the clinical record and consent documentation is the clinician's responsibility at all times.

7. Subscriptions, Free Trial and Renewals

7.1 Free Trial. New customers may access a 14-day free trial. Unless cancelled before the trial ends, access converts automatically to a paid Monthly Subscription.

7.2 Monthly Subscription (30-day rolling). Fees are billed monthly in advance via our payment processor (currently Stripe). The plan renews each month unless cancelled in accordance with clause 7.4.

7.3 12-Month Contract (coming soon). We may offer a 12-month subscription with preferential pricing. Additional terms (e.g., early termination fees) will apply at purchase.

7.4 Cancellation. You may cancel at any time via the billing portal; to avoid renewal charges, cancel at least 10 days before the next billing date. Access continues until the end of the paid period; fees already paid are non-refundable except where required by law.

7.5 Prices and Changes. We may change fees or plans on 30 days' notice. Changes take effect at the next renewal.

7.6 Taxes. Fees are exclusive of VAT and other applicable taxes, which you shall pay.

8. Invoicing and Payment

8.1 Subscription Charges are payable in GBP (or as shown at checkout).

8.2 If any undisputed amount is not received within 10 days of the due date, we may:

- (a) suspend access until amounts are paid; and/or
- (b) charge interest at 4% per annum over the Bank of England base rate from due date until paid.

8.3 You shall maintain current, valid payment details and resolve charge failures promptly.



9. Customer Responsibilities

9.1 You shall: (a) comply with law (including healthcare, consumer, and data protection laws) when using the Software; (b) provide necessary cooperation and information; (c) configure your EHR workflows to export and store permanent records; (d) implement appropriate access controls for your staff.

9.2 You acknowledge the Platform's ephemeral nature for notes (48-hour deletion) and that long-term storage occurs in your own EHR.

10. Intellectual Property

10.1 All Intellectual Property Rights in the Software and Documentation belong to MyCliniBot or its licensors.

10.2 Customer Outputs. Subject to clause 6, all IP rights in the outputs you lawfully generate (e.g., notes text, signed consents, PDFs) vest in you as between the parties.

10.3 No rights are granted except as expressly set out in this Agreement.

11. Indemnity (IP Infringement)

11.1 We will defend and indemnify you against third-party claims that your authorised use of the Software infringes UK IP rights, subject to: prompt notice; your reasonable cooperation; and our sole control of defence/settlement.

11.2 We may (at our cost): (a) modify the Software; (b) procure continued use; or (c) terminate affected features with a pro-rata refund for prepaid unused fees.

11.3 We have no liability where the claim arises from: (a) your breach or misuse; (b) combination with non-MyCliniBot items; (c) modification by anyone other than us.

12. Data; Privacy; Security; Retention

12.1 Privacy. Our Privacy Policy and Cookie Policy describe how we process personal data.

12.2 Roles. For Customer Personal Data (patient data) processed within the Platform, we act as Processor and you act as Controller. For Service/Operations Data (e.g., account, billing, telemetry), we act as Controller.

12.3 Security. We maintain appropriate technical and organisational measures, including TLS 1.2+ in transit and AES-256 at rest; role-based access; single-use signature links and DOB password (8 digits) for consent access; audit logging (timestamps, IP, user agent).

12.4 Hosting & Transfers. Data is hosted in the EEA (Frankfurt / Netherlands). We do not transfer personal data outside the UK/EEA without appropriate safeguards.

12.5 Retention.

(a) Notes Creator: hard-deleted within 48 hours of creation (including from backups per rotation policy).

(b) Consent Forms & Patient Tracker: retained 11 years from last entry for adults and until age 25 for minors (whichever is longer).

12.6 DPA. The parties' data protection obligations are set out in Schedule 2 (Data Protection Addendum), which forms part of this Agreement.



13. Confidentiality

13.1 Each party shall keep the other's **Confidential Information** confidential and use it solely to perform this Agreement, disclosing only to those who need to know and are bound to confidentiality.

13.2 This clause does not apply to information that is public, independently developed without use of Confidential Information, lawfully obtained from a third party, or required to be disclosed by law (with notice where lawful).

14. Limitation of Liability

14.1 Nothing limits liability for death/personal injury caused by negligence; fraud; or any liability that cannot be lawfully excluded.

14.2 Neither party is liable for **indirect, special or consequential loss, loss of profits, revenue, business, goodwill, or anticipated savings**.

14.3 Subject to 14.1–14.2, each party's **aggregate liability** in any 12-month period shall not exceed the **Subscription Charges paid or payable** by you for that period.

14.4 **Clinical and AI Disclaimer** (supplementary to clause 6): the Software and Documentation are provided "as is". **You are solely responsible for clinical decisions, patient communications, and record accuracy**, including any adoption or reliance on AI-generated outputs or templates.

15. Term and Termination

15.1 **Term** begins on the Effective Date and continues until terminated in accordance with this Agreement.

15.2 Either party may terminate for material breach not cured within **30 days** of written notice, insolvency, or persistent force majeure (three consecutive months).

15.3 We may terminate immediately for repeated or egregious misuse or unlawful activity.

15.4 On termination or expiry: (a) your rights to use the Software cease; (b) all amounts due become immediately payable; (c) we will delete Customer Personal Data per **Schedule 2** and our retention policy; (d) each party will return/destroy the other's Confidential Information.

16. Force Majeure

Notwithstanding reasonable endeavours to mitigate, neither party is liable for failure or delay caused by events beyond its reasonable control (including internet or cloud provider outages).

17. Anti-Bribery

We maintain and will comply with policies aligned to the **Bribery Act 2010** and shall not engage in conduct that would constitute an offence under sections 1, 2 or 6.

18. Entire Agreement

This Agreement (including Schedules and referenced policies) constitutes the entire agreement and supersedes prior proposals, understandings or terms regarding its subject matter.



19. Notices

19.1 Notices must be in writing and sent to the addresses below (or as updated by notice):

- **MyCliniBot:** hello@mymyCliniBot.com (customer support and data protection)
 - **Customer:** the email/address provided at sign-up or updated in the billing portal.
- 19.2 Email notices are deemed received on delivery if receipt is acknowledged or evidenced by transmission logs.

20. Variation

No variation is effective unless in writing and executed by duly authorised representatives of both parties, save for price changes under clause 7.5.

21. Assignment / Sub-contracting

21.1 You may not assign, transfer, sub-license or sub-contract your rights or obligations without our prior written consent (not to be unreasonably withheld).

21.2 We may assign or sub-contract (including to **Sub-Processors**) in connection with service delivery.

22. No Partnership or Agency

The parties are independent contractors. Nothing creates a partnership, joint venture, or agency.

23. Severance; Waiver

23.1 If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, without affecting the remaining provisions.

23.2 No failure or delay to exercise a right operates as a waiver.

24. Third Party Rights

No third party has rights to enforce any term of this Agreement under the **Contracts (Rights of Third Parties) Act 1999**.

25. Dispute Resolution; Law and Jurisdiction

25.1 Senior representatives will confer in good faith to resolve disputes. Either party may commence proceedings at any time.

25.2 This Agreement and any dispute (including non-contractual disputes) is governed by the laws of **England & Wales**. The courts of **England & Wales** have **exclusive jurisdiction**.



Schedule 1 – Definitions and Interpretation

“Authorised Users”: your employees and contractors authorised to use the Software.

“Confidential Information”: information marked confidential or reasonably considered confidential, including product, technical, commercial, financial, security and patient-related information.

“Customer Personal Data”: personal data relating to patients and staff that you input to, or that is processed on your behalf within, the Platform.

“Documentation”: user guides and materials made available by us.

“DPO”: our data protection officer (hello@mymyCliniBot.com).

“EHR”: your electronic health record system (third-party to MyCliniBot).

“Effective Date”: the date you accept these Terms or first access the Software.

“Intellectual Property Rights”: all IP rights including copyright, database rights, trade marks, patents, designs, know-how and trade secrets.

“Modules”: Notes Creator; Consent Forms; Patient Tracker.

“Monthly Subscription”: a month-to-month, rolling plan billed monthly in advance.

“Output”: text, PDFs and other materials generated by the Software from your inputs.

“Service/Operations Data”: account, billing, telemetry and security logs we process as Controller.

“Software”: the MyCliniBot cloud software and related services (excluding third-party EHRs).

“Sub-Processor”: third party engaged to process Customer Personal Data for you.

“Subscription Charges”: fees for access to the Software.

“Term”: the period from Effective Date until termination or expiry under clause 15.

Schedule 2 – Data Protection Addendum (UK GDPR / DPA 2018)

A. Roles and Scope

A1. Dual Roles.

(a) For **Customer Personal Data** processed within the Platform (e.g., patient identifiers for consents and tracker; clinical note text for up to 48 hours), **Customer is Controller** and **MyCliniBot is Processor**.

(b) For **Service/Operations Data** (e.g., account, billing, telemetry, audit and security logs), **MyCliniBot is Controller**.

A2. Each party shall comply with its respective obligations under the **UK GDPR** and **Data Protection Act 2018**.

B. Processing Instructions (Processor role)

B1. We shall process Customer Personal Data **only on your documented instructions**, including as set out in this DPA and the Agreement, except where required by law (in which case we will inform you unless prohibited).

B2. If we reasonably believe your instructions infringe Data Protection Laws, we shall notify you without undue delay.

C. Security

C1. We implement appropriate **technical and organisational measures** (including encryption in transit and at rest; role-based access; single-use signature tokens; DOB password; audit logs; regular access reviews) to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.



D. Confidentiality

D1. We ensure persons authorised to process Customer Personal Data are bound by confidentiality obligations.

E. Sub-Processors

E1. You authorise our use of Sub-Processors reasonably required to deliver the services, including: **Google Cloud (Firebase), Azure Speech-to-Text (EU), Assembly AI (EU), SendGrid (EU), Stripe (EU), Sentry (EU), PDF Shift (EU).**

E2. We shall: (i) require Sub-Processors under written terms no less protective than this DPA; and (ii) remain liable for their acts/omissions.

E3. We may update Sub-Processors from time to time; we will provide notice via our website or admin portal. You may object on reasonable grounds; if unresolved, you may terminate the affected services.

F. International Transfers

F1. **Hosting** is in the **EEA** (Frankfurt / Netherlands). We do **not** transfer Customer Personal Data outside the UK/EEA without appropriate safeguards (e.g., **UK IDTA/EU SCCs**), transfer risk assessment, and additional measures if required.

G. Assistance

G1. Taking account of the nature of processing, we shall assist you (at your cost where applicable) with:

- (a) responding to **Data Subject** requests under Chapter III UK GDPR;
- (b) compliance with **Articles 32–36** UK GDPR (security, breach notification, DPIAs and consultations).

H. Breach Notification

H1. We shall notify you **without undue delay** after becoming aware of a **Personal Data Breach** affecting Customer Personal Data, providing information reasonably required to meet your breach reporting obligations.

I. Deletion and Return

I1. Upon termination/expiry, on your written instruction and at your option, we shall **return** or **delete** Customer Personal Data, save to the extent retention is required by law.

I2. For the Modules:

- **Notes Creator:** automatic **hard deletion within 48 hours** of creation (including backups per rotation policy).
- **Consent Forms & Patient Tracker:** retained **11 years from last entry** (adults) or **until age 25** (minors), whichever is longer, after which securely erased.

I3. Residual copies in encrypted backups are purged in accordance with our backup rotation.

J. Audits

J1. We shall make available information necessary to demonstrate compliance and allow for **one audit** in any 12-month period on reasonable notice during business hours, subject to confidentiality and security restrictions. External audits shall be at your cost.



K. Transcription / Audio Handling

K1. Where audio is used to generate notes, audio is processed **transiently** by **EU-based** providers solely for conversion to text and is **not stored** by MyCliniBot after processing. Only the text output is handled within the Platform (and auto-deleted within 48 hours for Notes Creator).

L. Categories, Data Subjects, and Purpose (Processing Particulars)

Subject-matter: provision of MyCliniBot to enable creation of notes (ephemeral), consent generation and e-signature, and treatment tracking.

Duration: Term of the Agreement and any retention periods described herein.

Nature/Purpose: SaaS processing of Customer Personal Data to deliver the Modules.

Types of Personal Data: patient first name, surname, **date of birth**, email; clinician name/GDC number; treatment details; audit logs (timestamps, IP, user agent); signature, consent PDFs; (Notes free text may include health data but is auto-deleted within 48 hours).

Categories of Data Subjects: patients; Customer staff/clinicians (account/admin data).

Special Category Data: health data processed under **Art. 9(2)(h)** (healthcare provision) under the Customer's clinical responsibility.

M. Contact

Data Protection Officer: hello@mymyCliniBot.com. Supervisory authority: UK ICO (www.ico.org.uk).