

StockTakeRx Licence Agreement & Conditions of Use

PLEASE READ CAREFULLY BEFORE ACCESSING/USING THE STOCKTAKERX WEBSITE

StockTakeRx provides features and information when you access the StockTakeRx website (**Website**). Please see our Privacy Policy and Cookies Policy for more information on how we collect and process your personal information through the Website. StockTakeRx provides the Website under licence to you subject to the terms and conditions set out in this agreement (**Agreement**). "StockTakeRx" is a trading name of **Drug Tariff Pro Ltd** a limited company (with company registration number **15673972**) and its registered address at **Farrier's Barn, 5 Castle Farm, Ladyfield Road, Thorpe Salvin**. and all references herein shall be interpreted accordingly. This Agreement applies only to your access and use of the product named StockTakeRx, and any other product(s) and/or service(s) provided by Drug Tariff Pro Ltd are subject to the terms of such separate agreement(s) as may be applicable to each such product and/or service. You will be bound by this Agreement as well as by any and all such separate agreements between you and us.

AGREEMENT

This is a legal agreement between the person accessing the Website (**you or your**) and StockTakeRx (**we, us or our**) for the use of the StockTakeRx Website, including access to all data and other information and documentation supplied with it.

If you are an organisation or entity which has agreed with us to purchase subscriptions to the Website for use by your employees, officers and/or agents, you must ensure that your employees, officers and agents (and anyone acting on your behalf in accessing and/or using the Website) comply with the terms of this Agreement, and you shall be liable for any act, omission or breach of this Agreement committed by any such persons.

We licence use of the Website to you on the basis of this Agreement. We do not sell the Website to you. We remain the owners of the Website at all times.

The purpose of the Website is to allow you to access certain information within the StockTakeRx system for use in your business (the **Services**), only where the StockTakeRx Website has been licensed to you to use pursuant to this Agreement.

In this Agreement:

- a) any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words; and
- b) any reference to **Clauses** are to be construed as references to the clauses of this Agreement.

IMPORTANT NOTICE:

- I. BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CLAUSE 1.5 AND LIMITATIONS ON LIABILITY IN CLAUSE 9.
- II. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENCE THE WEBSITE TO YOU AND YOU MUST STOP ANY ACCESS TO THE WEBSITE NOW.

You should print a copy of this Agreement for future reference.

1. ACKNOWLEDGEMENTS

- 1.1. The terms of this Agreement apply to the Website and the Services, including any updates or supplements to the Website and/or any Services, unless such update or supplement comes with separate terms, in which case those terms apply. If any open-source software is included in the Website or any Services, the terms of an open-source licence may override some of the terms of this Agreement.
- 1.2. We retain the right to unilaterally change the terms of this Agreement at any time. We will notify you of such changes via the most recent email address you have provided to us. You may be required to read and accept them to continue your use of the Website/Services.
- 1.3. From time to time updates to the Website may be made. Depending on the update, you may not be able to access the Services until you have acquired, downloaded or purchased such software as may be required to run the latest version of the Website and accepted any new terms.
- 1.4. You will be assumed to have obtained permission from the owner(s) (if you are not the owner) of any devices with which you access/use the Website (**Device(s)**). You and the owner of any Device(s) may be charged by your and their service providers for internet access on the Devices and we give no warranty or undertaking in relation to such charges. You accept responsibility in accordance with the terms of this Agreement for the use of the Website or any Services on or in relation to any Device, whether or not it is owned by you.
- 1.5. The terms of our privacy policy from time to time, available at www.stocktakerx.com/policies/privacy-policy, applies to the Website and to the Services. Additionally, by using the Website or any Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Website or any Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.6. By using the Website or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.7. As set out in Clause 3 herein, the Website and Services are for information purposes only and it is solely your responsibility to check the accuracy of any information provided on or through the Website and the Services before using it. We do not accept liability, subject to Clause 9.2, for your reliance on the contents or accuracy of the information provided on or through the Website.

2. GRANT AND SCOPE OF LICENCE

- 2.1. In consideration of you agreeing to abide by the terms of this Agreement and paying the Licence Fees, we grant to you a non-transferable, non-exclusive, revocable licence to use the Website on the Devices, subject to these terms, as well as our Privacy Policy and Cookies Policy which are incorporated into this Agreement by reference. We reserve all other rights.
- 2.2. For the avoidance of doubt in the event of a direct conflict between any terms of this Agreement and any terms of the Privacy Policy the terms of the Privacy Policy shall prevail.
- 2.3. You may access/use the Website on such Devices as you need to view, use and display the Website for your internal business purposes only.
- 2.4. You acknowledge and agree that you will access/use the Website in your capacity as a holder of a StockTakeRx licence under the terms of this Agreement.

3. LICENCE FEES

- 3.1. You have the option of paying the Licence Fees either annually or monthly (**Payment Options**) as set out at www.stocktakerx.com/pricing from time to time, and you agree to pay to us the relevant Licence Fees on the following terms:
 - 3.1.1. All Licence Fees shall be received by us in pounds sterling (£ GBP);
 - 3.1.2. We shall not be liable for any third party transaction or other fees imposed on you in your transfer of the Licence Fees, nor for the acts or omissions of any such third party;
 - 3.1.3. All Licence Fees shall be invoiced at the commencement of the relevant licence period either monthly or annually depending on your chosen StockTakeRx plan;

- 3.1.4. All Licence Fees shall be payable immediately upon invoicing by debit card, credit card or direct debit;
 - 3.1.5. We will attempt to charge the most recent payment details that you have provided to us. In the event we are unable to obtain payment, you will be notified and asked to update your payment details. We reserve the right to cancel your subscription to StockTakeRx at any time following failure to obtain payment from you. If your subscription is cancelled you will be notified;
 - 3.1.6. We shall not be liable to refund or reduce any part of the Licence Fees, and any refunds or reductions shall be at our sole and exclusive discretion which we shall exercise reasonably; and
 - 3.1.7. You agree that the Licence Fee you pay is based on the number of users, as well as the pricing plan and payment interval you selected when you purchased your subscription to the Website/Services. Any changes to the number of users, the pricing plan, or the payment interval may result in adjustments to the Licence Fee, which will be reflected in the subsequent billing cycle. For the avoidance of doubt, if you elect to make changes midway through a billing cycle, any additional Licence Fees due for that cycle will be charged pro rata in the next billing cycle.
- 3.2. We reserve the right to change the Licence Fees at any time at our exclusive discretion. You will be notified of any such changes before they take effect.

4. WARRANTIES

- 4.1. StockTakeRx warrants that it has and will maintain any necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement during the term of this Agreement.
- 4.2. Notwithstanding Clause 4.1, StockTakeRx does not warrant that the Website or Services will comply with any specific regulatory requirements which affect your business, will be uninterrupted or error-free, or that the Website or Services (including any data or documentation) and/or the information obtained by you through the Website or Services will meet your requirements or that defects in the Website or Services will be corrected.
- 4.3. StockTakeRx is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of any data over communication networks and facilities, including the Internet, and you acknowledge that the Website and the Services (and any data or documentation) may be subject to limitations, delays and other problems inherent in the use of such facilities.
- 4.4. You acknowledge that the Website and/or the Services may enable or assist you to access the website content of, correspond with, access information and services from, third parties via third party websites and systems and that you do so at your own risk.
- 4.5. StockTakeRx will not be liable for a breach of warranty where you do not notify us in writing of a failure within 14 days of your becoming aware of that failure.
- 4.6. StockTakeRx specifically does not warrant:
 - 4.6.1. that any third party information provided in conjunction with the Website and/or Services will be accurate;
 - 4.6.2. the accuracy of any data transfer to and from any third party systems, or that any data will be transferred or will be correct or error free;
 - 4.6.3. that any information, data or calculations made within the Website will be accurate or error free.
- 4.7. For the avoidance of doubt, you acknowledge that the information provided within or by the Website or Services should be used as a guide only and it is solely the responsibility of you to check the accuracy of such information before using or relying upon it.

5. LICENCE RESTRICTIONS

- 5.1. Except as expressly set out in this Agreement, and as permitted by applicable law, you agree:
 - 5.1.1. not to copy the Website except where such copying is incidental to normal use of the Website or, where it is necessary, for the purpose of back-up or operational security;
 - 5.1.2. not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Website;
 - 5.1.3. not to make alterations to, or modifications of, the whole or any part of the Website, or permit the Website or any part of it to be combined with, or become incorporated in, any other programs;
 - 5.1.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Website or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Website with another software program, and provided that the information obtained by you during such activities:
 - 5.1.4.1. is used only for the purpose of achieving inter-operability of the Website with another software program;
 - 5.1.4.2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - 5.1.4.3. is not used to create any software that is substantially similar to the Website;
 - 5.1.5. to keep all copies (if any) of the Website secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Website;
 - 5.1.6. to include our copyright notice on all entire and partial copies you make of the Website on any medium;
 - 5.1.7. not to provide or otherwise make available the Website in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
 - 5.1.8. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Website or any Services,

together **Licence Restrictions**.

6. ACCEPTABLE USE RESTRICTIONS

You must:

- 6.1. not use the Website or any Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Website, any Services or any operating system;
- 6.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Website or any Services, including the submission of any material (to the extent that such use is not licensed by this Agreement);

- 6.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Website or any Services;
- 6.4. not use the Website or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 6.5. not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services (excepting such collection and use of information or data as may be expressly permitted under the terms of this Agreement),

together **Acceptable Use Restrictions.**

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. You acknowledge that all intellectual property rights in the Website, the Services and associated technology anywhere in the world belong to us, that rights in the Website are licensed (not sold) to you, and that you have no rights in, or to, the Website, the Services or the technology other than the right to use the same only in accordance with the terms of this Agreement.
- 7.2. You acknowledge that you have no right to have access to the Website in source-code form.

8. SUPPORT

If you encounter difficulties with the use of the Website please contact us by email at support@drugtariffpro.com and we will use our reasonable endeavours to resolve such difficulties.

9. LIMITATION OF LIABILITY

- 9.1. You acknowledge that the Website has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Website meet your requirements.
- 9.2. Nothing in this Agreement shall limit or exclude our liability for:
 - 9.2.1. death or personal injury resulting from our negligence;
 - 9.2.2. fraud or fraudulent misrepresentation; and
 - 9.2.3. any other liability that cannot be excluded or limited by English law.
- 9.3. Subject to Clause 9.2, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - 9.3.1. loss of profits;
 - 9.3.2. loss of sales or business;
 - 9.3.3. loss of agreements or contracts;
 - 9.3.4. loss of anticipated savings;
 - 9.3.5. loss of or damage to goodwill;
 - 9.3.6. loss of use or corruption of software, data or information; and/or
 - 9.3.7. any indirect or consequential loss.
- 9.4. Subject to Clauses 9.2 and 9.3, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the annual amount of the Licence Fees that you pay to us.
- 9.5. Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of Clauses 5 and/or 6 (above). Accordingly, without prejudice to any other rights and remedies available to us, we shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of that Clause 5 and/or 6.

10. TERMINATION

- 10.1. This Agreement continues from year to year or month to month, depending on the selected Payment Options (commencing in each case on the date you accept the terms of this Agreement) unless or until terminated by either party in accordance with its terms.
- 10.2. Your subscription may be cancelled by selecting the account button located on the bottom left of the menu in the app. You will be directed to a payment portal where your subscription can be cancelled. If you cancel your subscription you will not be charged at the end of your then current billing cycle for any further cycle. You will not be entitled to a refund of any payments already made in respect of your then current billing cycle. If you cancel your subscription you will no longer be licensed to use the Website or access the Services and this Agreement shall be deemed terminated at the time your subscription cancellation takes effect (i.e., at the end of the billing cycle in which you request cancellation).
- 10.3. You may also request deletion of your account should you wish to remove all data associated with it. To delete your account please email [**support@drugtariffpro.com**](mailto:support@drugtariffpro.com) stating that you wish to delete your account. Your account will be deleted in accordance with the terms of our Privacy Policy.
- 10.4. We may terminate or suspend your subscription/account (and as a result, this Agreement) immediately at any time:
 - 10.4.1. if you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - 10.4.2. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
 - 10.4.3. if you threaten or we reasonably believe you intend to commit a material or persistent breach of this Agreement or a breach of any of the Licence Restrictions or the Acceptable Use Restrictions;
 - 10.4.4. if we cease to offer (or suspend, as applicable) the Website and/or Services for any reason;
 - 10.4.5. if you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or are deemed unable to pay your debts within the meaning of the Insolvency Act 1986 or any equivalent event occurs in respect of you in any jurisdiction; or
 - 10.4.6. if you fail to pay when due any Licence Fee(s) or associated charge(s) (as applicable) in accordance with the terms of this Agreement.

We will provide notice of any such termination or suspension where reasonably possible. Notice will usually be given to the email which is associated with your account but if no email is available for receipt of such notice we will be permitted to use any other contact details which you have provided to us. If you have not provided us with any current contact details, we will be permitted to terminate or suspend your subscription/account without any notice being provided. Unless otherwise specified in the notice, your subscription/account will be terminated or suspended immediately upon notice being given without any further action being required by us or you.

10.5. On termination or suspension for any reason:

- 10.5.1. all rights granted to you under this Agreement shall cease (in the case of suspension, unless and until these are reinstated by written notice from us);
- 10.5.2. you must immediately cease all activities authorised by this Agreement, including your use of the Website and any Services;
- 10.5.3. if applicable, you must immediately destroy any copies of the Website then in your possession, custody or control and certify to us that you have done so;
- 10.5.4. you shall not be entitled to a refund of any Licence Fees paid, save to the extent we agree to such refund at our sole and exclusive discretion (which we shall exercise reasonably);
- 10.5.5. you shall not be released from any liability which, at the time of such termination or suspension, has already accrued or which is attributable to a period prior to termination or suspension, and we shall not be precluded from pursuing any rights or remedies we may have including our right to collect any unpaid Licence Fees due or overdue.

11. NOTICES

- 11.1. Any notice given to either party under or in connection with this Agreement shall be in writing, addressed to the relevant party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing (if any), and shall be delivered personally, sent by pre-paid first class post, recorded delivery or commercial courier. Notice shall also be permitted by email if sent to the email address that the relevant party has specified to the other in writing.
- 11.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 11.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second normal working day after posting; or, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. A notice shall be deemed to have been received by email at the time of sending except where a bounce-back or error message is received by the sender in which case notice shall not be effective.
- 11.3. The provisions of this Clause 11 shall not apply to the service of any proceedings or other documents in any legal action.

12. FORCE MAJEURE

Subject to Clause 9.2, neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including natural disasters, war, invasion, hostilities, acts of terror, riot or civil unrest, government law or order or actions, embargoes or blockades, national emergencies, epidemic or pandemic, or other "Act of God" (**Force Majeure Event**). In such circumstances the time for performance shall be extended by such period as the event, circumstance or cause reasonably persists and continues to cause delay/failure in performance, provided that after a continuous period of 30 days the party not affected by such event, circumstance or cause shall have the right to terminate this Agreement on notice to the other party. For the avoidance of doubt, a change to a party's financial or economic circumstances shall not be considered a Force Majeure Event.

13. ASSIGNMENT

You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent.

14. WAIVER

- 14.1. A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.2. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. THIRD PARTY RIGHTS

A person who is not us or you shall not have any rights under or in connection with this Agreement.

16. NO PARTNERSHIP

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the parties.

17. SEVERANCE

- 17.1. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 17.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. FINAL AGREEMENT

- 18.1. This Agreement supersedes all prior understandings or agreements on the subject matter hereof unless otherwise expressly specified in writing in such prior agreement. This Agreement may be varied only in accordance with its terms. For the avoidance of doubt any prior agreement on the subject matter hereof between You and StockTakeRx in its capacity as a sole trader is herein extinguished and replaced entirely by this Agreement between You and StockTakeRx Ltd.

19. GOVERNING LAW AND JURISDICTION

- 19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 19.2. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

