PLINICAL LEGAL DOCUMENT

SaaS Terms of Service

Version: 2.1
Effective: Through the Order and acceptance process in clause 2.1
Last updated: 21 October 2026
Operator: MTX STUDIO Ltd trading as Plinical
Company no. 15856187
Registered office: Bartle House, 9 Oxford Court, Manchester, England, M2 3WQ

Business subscription terms for clinics and self-employed professionals in England, Wales, Scotland and Northern Ireland. Monthly subscriptions renew month to month. Annual subscriptions renew every 12 months and require at least 30 calendar days' notice to prevent renewal. A 14-day Trial may be cancelled before it ends to prevent the first subscription charge. The DPA governs clinic personal data.

These Terms take effect for a Customer through the Order and acceptance process in clause 2.1. The document date does not change an existing customer agreement.

These SaaS Terms of Service (the Terms) are between MTX STUDIO Ltd, trading as Plinical, company no.

15856187, with registered office at Bartle House, 9 Oxford Court, Manchester, England, M2 3WQ (Plinical or the Supplier), and the business identified in an Order (Customer).

The Terms, each Order and the DPA form the Agreement. The Customer is entering the Agreement wholly or mainly for its trade, business, craft or profession. It must not accept these Terms as a consumer or on behalf of a patient.

1. Definitions and interpretation

1.1 Account means the Customer's organisation account and tenant. Authorised User means a member of the Customer's workforce whom it permits to use the Service. Customer Data means data, records, files, content and instructions submitted to, stored in, generated through or transmitted using the Service by or for the Customer, excluding Supplier Materials.

1.2 DPA means the Plinical Data Processing Agreement version 2.0, or another version expressly identified, supplied and accepted with the Order. Documentation means user guidance made available by Plinical. Fees means charges in the Order. Initial Subscription Term and Renewal Term have the meanings in clause 15. Order means an order form or recorded online order identifying the Customer and the commercial and acceptance information in Schedule 3. Effective Date means the date determined under clause 2.1. Subscription Term means the applicable Initial Subscription Term or Renewal Term. Trial means a free evaluation period expressly included in the Order. Customer Personal Data has the meaning given in the DPA. A day means a calendar day unless expressly stated to be a business day. A business day means Monday to Friday, excluding public holidays in England.

1.3 Service means the hosted Plinical clinic-management software and features stated in the Order.

Supplier Materials means the Service, Documentation, software, workflows, designs, templates, knowhow and related intellectual property supplied by or for Plinical, excluding Customer Data.

1.4 Headings do not affect interpretation. "Including" is illustrative and does not limit the words before it.

Writing includes email and durable electronic communications. If documents conflict, mandatory transfer clauses prevail to the extent required by law, followed by the DPA for personal-data processing, an Order for expressly identified commercial terms, these Terms and then the Documentation. An Order cannot reduce obligations imposed by applicable data-protection law.

2. Formation and authority

2.1 The Agreement takes effect when the parties sign an Order or Plinical records the Customer's affirmative electronic acceptance of an Order and confirms its acceptance. The individual accepting confirms authority to bind the identified business. The Order and the applicable Terms and DPA must be available to read, save and print before acceptance. Plinical shall provide a durable confirmation of the accepted Order, document versions and acceptance date. A recorded online Order does not require a separate handwritten signature. Browsing the website alone does not create a subscription.

2.2 An Order is subject to these Terms unless Plinical expressly agrees otherwise in writing. Customer purchase-order terms, procurement portals and similar documents are administrative only and do not add to or replace the Agreement.

2.3 No patient, Authorised User or other third party is a customer or contracting party merely because their information is held in the Service.

3. Subscription and permitted use

3.1 Subject to compliance with the Agreement and payment of Fees when due, Plinical grants the Customer a non-exclusive, non-transferable, non-sublicensable right during an agreed Trial and the Subscription Term for its Authorised Users to access and use the Service for the Customer's internal clinic administration and delivery of its own healthcare services.

3.2 The Customer may assign available Admin, Clinician and Receptionist permissions within its plan. It is responsible for choosing appropriate roles, activity carried out under its authority and ensuring that its Authorised Users comply with the Agreement. Patient accounts, a patient portal and patient self-service booking are not included in the standard Service. Any addition requires an expressly agreed Order and the applicable data-protection safeguards.

3.3 The Customer must not: resell, rent, timeshare or commercially exploit the Service for a third party; copy or create derivative works from Supplier Materials; reverse engineer or attempt to obtain source code except where law prohibits that restriction; bypass security or usage controls; conduct unapproved penetration testing; or use the Service to build or benchmark a competing product.

3.4 The Service is offered only to business clinics and self-employed professionals in the United Kingdom, including England, Wales, Scotland and Northern Ireland. The Customer shall use the Service within that territory. Affiliates require their own Order unless expressly included. The Customer must stay within the user, location, storage, messaging and other usage limits disclosed in the Order. General references to unlimited usage do not permit unlawful use, sharing an Account between separate businesses or bypassing reasonable security controls.

3.5 The standard Solo plan permits one usable clinic user account. The standard Practice plan permits unlimited Authorised User accounts for the Customer without a per-user fee. Each standard plan covers one clinic location. The Group or multi-location plan is not included. The accepted Order records the included functions and limits; optional or future features are not included merely because they appear in a roadmap or announcement.

4. Accounts and access security

4.1 Authorised Users sign in using the Customer's clinic code, their email address and password. Accounts are individual and must not be shared. The Customer shall verify user identity, use strong unique credentials, protect clinic codes, promptly disable leavers and notify Plinical without undue delay of suspected compromise.

4.2 The Customer controls access to its tenant. Plinical may require password resets, suspend credentials or take other proportionate steps where reasonably necessary to protect the Service, Customer Data or other customers.

4.3 The Customer is responsible for compatible devices, browsers, internet access, endpoint security, lawful workforce monitoring and secure handling of exports or downloaded files.

5. Implementation imports and configuration

5.1 The Customer shall provide timely, accurate information and cooperation reasonably needed for onboarding. Dates depend on that cooperation and are estimates unless an Order expressly makes them binding.

5.2 The Customer may import supported historic CSV data, including exports produced by third-party systems such as Fresha. The Customer is responsible for its right to obtain and import the data, mapping accuracy and pre-import backups. Plinical may reject malicious, corrupted, excessive or unsupported files.

5.3 Unless an Order includes bespoke migration services, imports use standard tools and the Customer must validate the result before relying on it. Plinical is not responsible for defects already present in source data or caused by the source format.

5.4 Configuration choices, templates and clinical forms remain the Customer's responsibility. Generic content supplied with the Service is operational assistance only and must be reviewed for the Customer's clinical, professional and legal requirements.

6. Fees invoicing and taxes

6.1 The Customer shall pay the Fees at the interval and by the method in the Order. Subscription Fees are payable in advance for the selected paid term, following any Trial. Cancellation prevents renewal as stated in clause 15; it does not ordinarily create a refund for the unused part of a committed paid term. Refunds remain available where the Agreement expressly provides for them or the law requires them. Optional charges must be disclosed and accepted before they are incurred.

6.2 The Fees stated in the Order are the total subscription amounts payable for the relevant billing period. MTX STUDIO Ltd is not VAT-registered and does not charge VAT at the document date; no VAT is added to the prices in clause 6.6. The Customer must maintain complete and accurate billing details and authorise the payment method selected in the Order. If Plinical becomes required to account for VAT on the Service, it shall notify the Customer and account for any VAT properly due within the agreed total Fees for the remainder of the current Subscription Term. Any increase in the total Fees for a subsequent term is subject to clause 6.5.

6.3 If an undisputed amount is overdue, Plinical may charge interest at 4% a year above the Bank of England base rate, accruing daily, and recover reasonable collection costs. Plinical may suspend under clause 14 after at least 7 days' written notice if the amount remains unpaid.

6.4 The Customer should raise a good-faith invoice dispute within 14 days after receipt, identifying the amount and reasons, and shall pay all undisputed sums on time. The parties shall work promptly to resolve the dispute. Failure to raise an issue within 14 days does not by itself waive a valid claim or authorise an incorrect charge.

6.5 For a monthly subscription, Plinical may change Fees on at least 30 days' written notice, effective at the first monthly renewal after that notice period; the Customer may cancel before that renewal. For an annual subscription, a change applies only at renewal and requires at least 60 days' written notice before that renewal. If that annual notice is late, the existing Fees apply at that renewal unless the Customer expressly agrees otherwise. These Terms do not offer lifetime pricing. This clause does not retrospectively override a customer-specific fixed-price commitment already binding on the parties.

6.6 The standard subscription prices at the document date are shown below. The annual amount is billed as one annual payment, not as twelve monthly instalments. The accepted Order records the applicable total and any separately agreed optional charges. Subsequent changes follow clause 6.5.

PlanMonthly subscriptionAnnual subscription Solo£15 per month£144 per 12-month term Practice£49 per month£468 per 12-month term

7. Service operation support and changes

7.1 Plinical shall provide the Service with reasonable skill and care and substantially in accordance with the Documentation. The Service is delivered over the internet and is not guaranteed to be uninterrupted or error-free.

7.2 Plinical may perform maintenance and will, where reasonably practicable, give advance notice of planned work expected to cause material interruption. Emergency maintenance may occur without advance notice. No service-level credits apply unless an Order contains an express service-level agreement.

7.3 Plinical may improve, modify or discontinue features to maintain security, comply with law, respond to supplier changes or develop the Service. It shall not materially reduce the core paid functionality during a committed Subscription Term without reasonable notice. If such a reduction causes material detriment, the Customer may notify Plinical. If Plinical does not remedy the detriment within 30 days after receiving that notice, the Customer may terminate the affected Order and receive a pro-rata refund of prepaid Fees for the unused period.

7.4 Support is provided by ticket and reply through the channels and hours published by Plinical or stated in the Order. The Customer describes the issue and Plinical supplies guidance or a solution. Each clinic uses its own credentials; MTX staff do not access clinic patient records or sign in to clinic workspaces. The Customer shall use synthetic or fully redacted examples and shall not send patient records, unredacted clinical screenshots, passwords or decryption keys in support tickets. Response times are targets unless expressly stated to be binding.

8. Customer clinical and legal responsibilities

8.1 The Service is an administrative record and workflow tool. It does not provide medical advice, diagnosis, clinical decision support, emergency monitoring or a substitute for professional judgement.

Plinical does not practise medicine or take over the Customer's clinical responsibilities. This clause does not exclude liability that cannot lawfully be excluded under clause 18.1.

8.2 The Customer remains solely responsible for patient care, clinical decisions, informed consent, professional registration, staffing, safeguarding, record content, prescribing, treatment suitability, referral decisions and compliance with healthcare laws, professional standards and regulator requirements applicable to it.

8.3 The Customer must independently verify critical information before acting, maintain appropriate downtime and emergency procedures, and use normal clinical channels for urgent or life-threatening matters. It must not represent that Plinical has reviewed or approved a clinical decision.

8.4 The Customer is responsible for setting lawful retention periods, recording information accurately and contemporaneously, correcting errors through appropriate audit-preserving workflows, and ensuring exports or printed records are stored and disclosed securely.

8.5 The Customer shall ensure that invoice descriptions, email subject lines and SMS messages do not contain unnecessary health information. Patients pay clinics outside Plinical; the Service may record external payments but does not itself process patient payments.

9. Acceptable use

9.1 The Customer must not use the Service unlawfully, fraudulently or harmfully; infringe rights; upload malware; attempt unauthorised access; interfere with availability; send spam or unlawful marketing; impersonate others; or submit content that is defamatory, discriminatory, abusive or otherwise unlawful.

9.2 The Customer shall not upload data it is prohibited from processing, use signature images for biometric identification, place live patient data in demonstrations or testing environments or public screenshots, or use the Service for automated decisions producing legal or similarly significant effects on individuals. An extension of the Service to an excluded processing activity requires an expressly agreed change and all applicable legal and data-protection safeguards before use.

9.3 Plinical may investigate suspected misuse using available technical evidence and restrict affected Accounts, features or access where reasonably necessary to comply with law, protect people or systems, or enforce the Agreement, giving notice where lawful and practicable. This does not authorise MTX staff to inspect clinic patient records or use clinic credentials. The support and staff-access boundary in clause

7.4 applies.

10. Customer Data and data protection

10.1 As between the parties, the Customer retains its rights in Customer Data. The Customer grants Plinical and its sub-processors a limited right to process Customer Data only to provide, secure and support the Service in accordance with the Agreement, the Customer's documented instructions and the DPA. This does not authorise an independent use of identifiable clinic or patient data for product development.

10.2 The Customer warrants that it has all permissions, notices, lawful bases and rights needed for Customer Data and Plinical's instructed processing. For personal data processed for the Customer, each clinic is the controller and Plinical is the processor, as described in the DPA.

10.3 The DPA identified and supplied with the accepted Order is incorporated into the Agreement from the Effective Date and applies to any Trial involving Customer Personal Data. A separately agreed DPA takes precedence where applicable. A later website upload does not replace the accepted version. DPA changes must follow its agreed change mechanism. The DPA prevails over these Terms on its subject matter, subject to mandatory transfer clauses.

10.4 Plinical may process account contacts, clinic subscription-billing records, fraud-prevention information, service-security evidence and legally required business records as an independent controller, as explained in its Privacy Notice. Stripe is used for clinic subscription payments and optional credit purchases, not patient payments. Patient records and clinical details must not be included in subscriptionbilling metadata.

10.5 Plinical shall not sell Customer Data, use it for advertising, contact patients for its own marketing or use Customer Data to train general-purpose artificial-intelligence models. Any processing of Customer Personal Data to create statistics or anonymous information must itself be within the Customer's documented instructions and the DPA. Only information irreversibly anonymised so that neither the Customer nor an individual is identifiable may be used independently to operate, secure and improve services or produce statistics.

10.6 Before processing Customer Personal Data, Plinical shall have in place the security measures, supplier contracts, permission for the actual data categories and international-transfer safeguards required by the DPA. It shall prevent affected processing where those requirements are not met. Live patient-data use during a Trial is permitted only when Plinical has enabled it and those requirements are satisfied. The Customer remains responsible for its lawful basis, health-data condition and lawful instructions. Contract acceptance or payment alone does not establish that a processing prerequisite has been met.

11. Confidentiality

11.1 Each recipient shall protect the other party's non-public business, technical and commercial information using at least reasonable care, use it only for the Agreement and disclose it only to personnel, professional advisers and contractors who need to know and are bound by confidentiality duties. This clause does not expand the right to access or disclose Customer Personal Data under the DPA or the staffaccess boundary in clause 7.4.

11.2 Confidential information excludes information the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is received lawfully from a third party, or is independently developed without use of the information.

11.3 A recipient may disclose information where law, a regulator or court requires it, but shall, where lawful, give prompt notice and reasonable assistance to limit disclosure. This clause survives for five years after termination; duties protecting personal data and trade secrets continue for so long as the information retains that character.

12. Intellectual property

12.1 Plinical and its licensors retain all rights in Supplier Materials and all improvements to them. Except for the limited subscription right in clause 3, no intellectual-property rights transfer to the Customer.

12.2 The Customer may provide suggestions and feedback. It grants Plinical a perpetual, worldwide, royalty-free right to use them without identifying the Customer or disclosing Customer Data.

12.3 If a final court judgment, or a settlement approved by Plinical, determines that authorised use of the Service infringes a third party's intellectual-property right enforceable in the United Kingdom, Plinical shall, at its option and expense: obtain continued use rights; modify or replace the affected part without material loss of function; or terminate it and refund prepaid Fees for the unused period.

12.4 Clause 12.3 does not apply to claims caused by Customer Data, instructions, unauthorised modifications, combination with items not supplied or approved by Plinical, continued use after notice, or use outside the Agreement. Clauses 12.3, 19.2 and 19.3 together govern Plinical's contractual obligations for third-party intellectual-property infringement, subject to clause 18.

13. Third party services and communications

13.1 The Service relies on hosting, database, storage, communications, security and monitoring providers.

Suppliers processing Customer Personal Data on Plinical's behalf are governed by the DPA. Providers involved in Plinical's own controller processing are described in its Privacy Notice. Plinical remains responsible for its contractual obligations and for Sub-processors as required by the DPA. A separate thirdparty service selected and contracted directly by the Customer is governed by that third party's terms; this does not exclude Plinical's responsibility for its own acts or omissions.

13.2 Email and SMS delivery depends on networks and recipients outside Plinical's control and is not guaranteed. The Customer is responsible for lawful content, recipient details, opt-outs where applicable and having an alternative communication method for urgent or critical messages.

13.3 Time-limited invoice links are for convenient patient access. The Customer must verify destination details and should not treat a link as a substitute for identity verification where disclosure creates a material risk.

13.4 Optional features such as SMS, beta functions or third-party connectors may carry additional terms or charges, which must be disclosed and accepted before activation or purchase. Optional diagnostics must comply with the DPA and the staff-access boundary in clause 7.4. No optional feature permits unapproved processing of clinical data.

13.5 For the standard paid plans, Practice includes 100 SMS credits per monthly allowance cycle, including monthly cycles within an annual subscription; Solo includes no free allowance. Included credits expire at the end of their cycle and do not roll over. Both plans may purchase 100 additional credits for £5, with no VAT charged at the document date. Purchased credits roll over without expiry while the Account continues. One credit pays for one billable SMS segment; long messages or certain characters may use several segments. SMS is unavailable during the standard Trial. The Account shall show the applicable allowance period and balance. There is no automatic purchase or top-up without the Customer's express agreement.

13.6 Credits are used when a message is accepted by the SMS provider for sending; acceptance does not guarantee delivery to the recipient. A request rejected before provider acceptance shall not consume credits. Plinical shall correct an erroneous debit. Purchased credits may be used only through an eligible Account and have no cash value; cancellation does not itself entitle the Customer to a refund of unused credits, except where the Agreement or law requires one. If Plinical terminates without Customer breach or permanently removes paid SMS, it shall refund the unused purchased balance attributable to the unavailable service. Price changes apply to future purchases after disclosure and do not reduce credits already purchased.

14. Suspension

14.1 Plinical may suspend all or part of the Service where reasonably necessary because: undisputed Fees remain overdue after clause 6 notice; use creates a material security or legal risk; the Customer materially breaches clauses 3, 4, 8 or 9; a regulator or law requires suspension; or a critical supplier suspends a dependency.

14.2 Where practicable and lawful, Plinical shall give advance notice and an opportunity to remedy. It shall limit the suspension to what is reasonably necessary and restore access promptly after the cause is resolved. Suspension does not waive Fees, except to the extent caused by Plinical's breach.

14.3 Plinical may preserve read-only or export access during suspension where safe and lawful. If direct access would undermine the reason for suspension, it shall arrange an appropriate secure alternative for lawful data return or rights assistance required by the DPA. Suspension does not remove those DPA obligations.

15. Term renewal and termination

15.1 The Agreement begins on the Effective Date. Any Trial precedes the first paid Subscription Term. A monthly subscription has an Initial Subscription Term of one month from the paid start date shown in the Order and renews automatically for successive one-month Renewal Terms. The Customer may cancel at any time by notice under clause 21.4 received before the next renewal; cancellation takes effect at the end of the current paid monthly term, with no further renewal or minimum commitment. Plinical may prevent a monthly renewal by giving at least 30 days' written notice.

15.2 An annual subscription has an Initial Subscription Term of 12 months from the paid start date in the Order and automatically renews for successive 12-month Renewal Terms. The annual automatic-renewal arrangement and cancellation deadline must be prominently disclosed and affirmatively accepted with the Order. Either party may prevent an upcoming renewal by giving written notice under clause 21.4 that is received at least 30 calendar days before that renewal, calculated under clause 15.5. Notice received exactly at the deadline is timely. If cancellation notice is received after the deadline, the upcoming renewal occurs, the annual renewal Fee becomes payable and cancellation takes effect at the end of that renewed annual term, preventing any further renewal. Plinical will confirm the remaining charge and effective end date. The parties may expressly agree an earlier end in writing. Trial cancellation under clause 15.4 and express termination or refund rights elsewhere in the Agreement remain available and are not restricted by this annual notice rule.

15.3 Either party may terminate an affected Order immediately by written notice if the other party commits a material breach and, where capable of remedy, does not remedy it within 30 days after written notice; or becomes insolvent, enters liquidation or administration, ceases business or is subject to an analogous event, except for a solvent restructuring and subject to mandatory insolvency law. Plinical may also terminate immediately for unlawful use, deliberate security compromise, repeated serious misuse, or non-payment continuing 14 days after a suspension notice. If the Customer terminates for Plinical's material breach, Plinical shall refund prepaid Fees for the unused period. The Customer's express termination and refund rights under clauses 7.3, 17.1, 20.2 and 22.2 remain available.

15.4 Where the Order includes the standard Trial, it lasts 14 days from successful completion of subscription checkout. No credit card or payment method is required, and no subscription Fee is charged during the Trial.

The standard Trial provides Practice-level product functionality except SMS; the selected paid plan applies when the Trial ends. The Order confirmation must state the exact trial end, first charge, selected monthly or annual term and renewal arrangement. The Customer may cancel under clause 21.4 at any time before the trial end to prevent the first subscription charge, including where an annual plan was selected. Unless cancelled, the selected paid term starts at the trial end. Plinical may end a Trial on notice without charging for the unused Trial or automatically imposing a paid term. Expiry or termination of one Order does not automatically terminate another.

15.5 For the annual notice deadline, subtract 30 calendar dates from the renewal date in the Europe/London time zone and retain the renewal's local clock time. Weekends and public holidays count.

If that local time does not exist because clocks move forward, the deadline is the first valid local instant after it; if it occurs twice because clocks move back, the later occurrence applies. The Order and Account must show the renewal date, time, time zone and resulting deadline. A timely notice is determined by actual receipt under clause 21.4, not by the date Plinical acknowledges it.

15.6 A change of plan or billing interval takes effect only through an agreed Order change. Before acceptance, Plinical shall state the new price, included functions, effective date, any immediate charge or credit, and the resulting renewal date and cancellation deadline. A change does not retrospectively alter charges or remove an existing cancellation notice unless the Customer expressly agrees. A reduction in user or feature entitlement does not by itself authorise deletion of Customer Personal Data contrary to the DPA.

16. Consequences of expiry or termination

16.1 On expiry or termination, ordinary subscription rights end and the Customer shall stop using the affected Service, except for the limited retrieval and data-rights arrangements in this clause and the DPA.

Accrued rights and amounts remain due. Termination does not entitle the Customer to a refund except where the Agreement or applicable law provides one.

16.2 For 30 days after termination, unless an Order allows longer, Plinical shall make standard export functionality reasonably available. If direct access would create a security or legal risk, Plinical shall arrange a secure alternative for lawful retrieval. Fees do not override the Customer's personal-data return or deletion rights under the DPA. The Customer is responsible for completing and validating its export within the retrieval period, subject to the DPA and any legal preservation requirement.

16.3 Return and deletion of Customer Personal Data are governed by the DPA. The Customer may give an earlier lawful deletion instruction. After the retrieval period, Plinical shall delete active copies without undue delay. Protected backups must be put beyond ordinary use and deleted through the normal cycle no later than 90 days after active deletion, unless law requires longer storage. Restoration must not restart that period and must reapply relevant deletion and restriction instructions. These obligations apply to the Customer's data even if a shared supplier account remains open.

16.4 Clauses which by nature should survive do so, including payment, confidentiality, intellectual property, liability, dispute and interpretation provisions.

17. Warranties and disclaimers

17.1 Each party warrants that it has authority to enter the Agreement. Plinical warrants that it will provide the Service with reasonable skill and care. If Plinical breaches that warranty, the Customer must notify it with reasonable detail and Plinical shall use reasonable efforts to correct the non-conformity; if it cannot do so within a

reasonable period, either party may terminate the affected Service and Plinical shall refund prepaid Fees for the unused period.

17.2 The Customer acknowledges that software and internet services may contain defects and that outcomes depend on Customer Data, configuration and use. Plinical does not warrant that the Service will be uninterrupted, error-free, meet every requirement, preserve data indefinitely, or ensure the Customer's compliance with laws or professional standards.

17.3 To the fullest extent permitted by law, all warranties, conditions and other terms implied by statute or common law are excluded, including implied terms of satisfactory quality, fitness for a particular purpose and non-infringement, subject always to clause 18.1.

17.4 Trials, beta features and demonstration environments are evaluation facilities and may be changed or withdrawn on notice. No paid service-level credits apply unless expressly agreed. These limitations do not displace the DPA, confidentiality, reasonable-care duties or liabilities that cannot lawfully be excluded.

Demonstration and testing environments must use synthetic data only. Patient data may be entered into a live clinic Trial only under clause 10.6 and the accepted DPA.

18. Liability

18.1 Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 where applicable; or any liability that cannot lawfully be excluded or limited.

18.2 Subject to clause 18.1, neither party is liable for loss of profit, revenue, business, contracts, anticipated savings, goodwill or reputation, wasted management time, or indirect or consequential loss.

The listed categories are excluded whether direct or indirect. This clause does not exclude Fees properly due, refunds expressly payable under the Agreement, amounts payable under clause 19, or reasonable costs of restoring Customer Data. Those liabilities remain subject to the applicable caps below, except where expressly uncapped.

18.3 Subject to clauses 18.1 and 18.4, each party's total aggregate liability arising out of or in connection with an Order in any rolling 12-month period shall not exceed 100% of Fees paid or payable under that Order for that period. For an event occurring during a free Trial, the general aggregate cap is £1,000.

These limits apply to contractual and non-contractual claims, including negligence and breach of statutory duty, to the extent lawful.

18.4 For breach of confidentiality, breach of the DPA, Plinical's infringement obligation under clause 12.3, or a party's indemnity under clause 19, the aggregate cap is 200% of Fees paid or payable under the affected Order in the relevant 12-month period. For an event during a free Trial, this higher aggregate cap is £2,000. The higher cap applies instead of, and not in addition to, the general cap for the same loss; neither party may recover twice for the same loss. The Customer's obligation to pay Fees and liability for deliberate infringement or misuse of Supplier Materials are not subject to either monetary cap.

18.5 These liability provisions apply only to the extent permitted by law and subject to any applicable requirement of reasonableness. They do not limit a data subject's statutory rights or a regulator's powers, or excuse performance of obligations under the DPA. A party must take reasonable steps to mitigate loss.

If the Customer requires higher limits, the parties may agree them in an Order with an associated Fee adjustment.

19. Indemnities and claims

19.1 The Customer shall indemnify Plinical against third-party claims, damages, liabilities and reasonable legal costs to the extent arising from: Customer Data infringing rights; the Customer's unlawful communications or instructions; or the Customer's clinical services, negligence or breach of professional duty. The indemnity does not apply to the extent caused by Plinical's breach, negligence or wilful misconduct.

19.2 Plinical shall defend the Customer against a third-party claim that authorised use of the Service infringes a UK patent, copyright or registered trade mark and pay damages finally awarded or settlement amounts approved by Plinical, subject to clauses 12.4, 18 and 19.3.

19.3 An indemnified party must give prompt notice, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defence and settlement. Delay reduces liability only to the extent it materially prejudices the defence. No settlement may admit fault by, impose non-monetary duties on, or fail to release the indemnified party without its consent, not to be unreasonably withheld.

20. Force majeure

20.1 Neither party is liable for delay or failure to the extent caused by events beyond its reasonable control, including widespread internet or cloud failures, utility interruption, natural disaster, epidemic, war, terrorism, civil disorder, government action or a labour dispute not limited to its own workforce. A supplier failure does not qualify merely because a third party is involved. This clause does not excuse a party's failure to maintain the safeguards, contingency measures or notifications required by the Agreement and DPA.

20.2 The affected party shall notify the other, use reasonable efforts to reduce impact and resume performance. Payment obligations already accrued are not excused. If material disruption continues for more than 30 consecutive days, either party may terminate the affected Order on written notice and Plinical shall refund prepaid Fees for the unused period.

21. Notices

21.1 Notices under the Agreement must be in writing. Notices to the Customer must be sent to its notice email in the Order. Notices to Plinical must be sent to support@plinical.com, or to a replacement address notified in writing. Except for notices under clause 21.4 or time-critical notices governed by the DPA, an email is received when it enters the recipient's mail server without an automated failure message, with receipt outside 09:00-17:00 on a business day deemed to occur at 09:00 on the next business day.

Times in this clause use Europe/London.

21.2 Notices of termination for breach, material breach, indemnity claims or legal proceedings must also be sent by tracked prepaid post to the registered or principal office in the Order. Ordinary subscription cancellation, Trial cancellation and notice to prevent renewal do not require a postal copy. This clause does not govern service of court proceedings where procedural rules require another method.

21.3 Routine support, operational notices, invoices and product messages may be sent to Account contacts or displayed within the Service. Material adverse changes, Fee changes and formal notices require the written notice specified in the Agreement; a general website update alone is insufficient.

21.4 For subscription cancellation, Trial cancellation and notice to prevent renewal, the Customer may use the Account cancellation facility or email support@plinical.com. The effective receipt time is the actual successful submission recorded by the Service or actual receipt at that mailbox, including weekends and public holidays. Plinical shall provide a durable confirmation stating the effective end date and any remaining renewal charge. A

delayed acknowledgement does not postpone timely receipt. The Customer should retain its submission or sent-email evidence; a delivery failure is not receipt. Notices from Plinical to prevent renewal are effective on actual receipt at the Customer's notice mailbox. No postal copy is required for these notices.

22. Changes to these Terms

22.1 Plinical may update these Terms to reflect law, security, technology, supplier requirements or reasonable development of the Service. It shall give at least 30 days' written notice of a material adverse change, except where urgent law or security needs require shorter notice. For a material adverse change intended to apply at annual renewal, it shall give at least 60 days' written notice before that renewal. If that notice is late, the prior terms continue at that renewal unless the Customer expressly agrees the change or clause 22.2's early-change procedure applies.

22.2 For a monthly subscription, a material adverse change ordinarily takes effect at a renewal after the notice period. For an annual subscription, it ordinarily takes effect only at renewal after the current term, subject to clause 22.1. If a legal or security requirement makes earlier application necessary and the change materially prejudices the Customer, the Customer may terminate the affected Order before the change takes effect and receive a pro-rata refund of prepaid Fees for the unused period. If immediate application is necessary, the Customer may exercise that right within 30 days after notice. Continued use after a change properly notified and introduced under this clause takes effect constitutes acceptance, without removing that termination right.

22.3 Changes made by mutual written agreement, to Fees under clause 6.5, or to the DPA under its own change mechanism are governed by those provisions.

23. General

23.1 Neither party may assign or transfer the Agreement without the other's prior written consent, not to be unreasonably withheld or delayed. Either party may assign it on written notice as part of a merger, reorganisation or sale of substantially all relevant business or assets, provided the assignee is not a direct competitor of the other and can perform the obligations.

23.2 Plinical may subcontract performance and remains responsible for its obligations. Sub-processing of personal data is governed by the DPA. Nothing creates a partnership, joint venture, employment or agency relationship, and neither party may bind the other.

23.3 The Agreement is the entire agreement about its subject matter and supersedes prior proposals, statements and understandings on that subject, subject to the protection for existing fixed-price commitments in clause 6.5. Each party acknowledges that it has not relied on a statement not set out in the Agreement. Nothing in this clause excludes liability for fraud, fraudulent misrepresentation or any liability or remedy that cannot lawfully be excluded. Any restriction of liability or remedies for other misrepresentation is subject to applicable law and reasonableness requirements.

23.4 If a provision is invalid or unenforceable, it is modified to the minimum extent necessary or deleted, and the rest continues. A delay or failure to enforce is not a waiver. Rights and remedies are cumulative.

23.5 Except as expressly stated in an indemnity, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the Agreement. The parties may vary or end the Agreement without any third party's consent.

23.6 The Agreement may be signed in counterparts and electronically. An electronic acceptance record, typed signature or signature-platform record is evidence of intention to authenticate, subject to applicable law.

23.7 Nothing requires either party to breach law. If a legal change materially affects the Service, the parties shall cooperate in good faith on a compliant solution; if none is reasonably available, either may terminate the affected part on notice and Plinical shall refund prepaid Fees for the unused period.

24. Governing law and disputes

24.1 The Agreement and any non-contractual obligations arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to any mandatory forum in the DPA or incorporated transfer clauses.

24.2 Before starting proceedings, a party shall give written details of the dispute and request escalation.

An authorised senior representative of each party shall meet remotely or in person within 10 business days and attempt in good faith to resolve it. This does not prevent urgent injunctive relief, proceedings needed to protect a limitation period, or debt recovery for undisputed Fees.

Schedule 1 Service description and responsibility map

This Schedule records the baseline scope. The Order controls any plan-specific inclusions and limits.

AreaBaseline service / allocation Separate clinic tenant; staff roles for Admin, Clinician and Receptionist; clinic Organisation configuration and audit information.

Contact and demographic details, appointments, medical histories, Patient recordsmedications, allergies, assessments, plans, notes and communication records entered by authorised clinic staff.

Treatment and informed-consent forms, in-person signature capture, Documentsreferral letters, clinic documents and PDFs, subject to plan and storage limits.

Appointment diaries, rooms, therapists and services. No patient account, Diary and operations patient portal or self-booking in the standard Service.

Invoice creation and recording of cash, card or bank-transfer payments Billing recordsreceived outside Plinical. Plinical does not process patient payments under these Terms.

Clinic-instructed transactional email and optional SMS. Delivery is not Communications guaranteed and sensitive information must be minimised.

Supported historic CSV imports, standard reports and data exports.

Imports and exports Customer validates imported and exported data.

Cloud service using selected infrastructure and specialist suppliers. Data- Hosting model processing locations and sub-processors are governed by the DPA.

The Customer retains responsibility for medical advice, diagnosis, clinical decisions, emergency procedures, professional compliance, patient identity Excluded responsibility verification and its own business continuity. Plinical retains its contractual service, security and recovery duties.

Shared responsibility essentials PlinicalCustomer Operates and secures the hosted service using Controls lawful use, users, roles, devices, endpoints and clinic procedures. reasonable skill and care.

Maintains platform-level Maintains lawful bases, privacy information, clinical governance and safeguards and supplier retention decisions. arrangements.

Provides standard export Runs and validates exports, maintains appropriate independent contingency capability during service and records and meets professional retention duties. the retrieval period.

Investigates service incidents Reports suspected incidents promptly and handles patient/regulator and communicates under the decisions for its role as controller and healthcare provider.

Agreement and DPA.

Schedule 2 Security and operational baseline

These controls state the contractual baseline. They apply with the DPA and clause 10.6. Plinical may replace a control with an equivalent or stronger control and update implementation without reducing overall protection. A description of a baseline does not replace the requirement to have it in place before affected processing.

Control areaBaseline commitment Separate organisation context; role-based access; individual staff credentials; Tenant and access controls administrative ability to manage authorised users.

Hosted application, managed database and object storage selected for Infrastructureappropriate availability and security; production locations and transfers addressed in the DPA.

Encryption for data in transit and at rest, with access controls appropriate to Transport and storagethe service and data risk. The staff-access model is stated in clause 7.4; clinicexclusive decryption-key custody is not asserted by these Terms.

Operational and security logging and audit information, with optional Monitoring and loggingdiagnostics configured to exclude clinical content, credentials and session replay.

Protected backup and restoration processes, tested recovery and incident Availability and recoveryprocedures proportionate to the sensitivity and risk of clinic records, consistent with the DPA. No warranty of zero data loss.

Controlled code changes, dependency and vulnerability management, Secure development secrets handling, review and remediation proportionate to risk.

No MTX staff access to clinic patient records or clinic workspaces; need-to- Personnelknow access to operational business/support information, confidentiality and security/data-protection instruction.

Time-limited, access-controlled patient invoice links; regional email dispatch Communicationswhere configured; optional SMS; exclusion of clinical content from anti-bot, rate-limit and monitoring payloads.

Investigation, containment, remediation, evidence preservation and Incident response customer notification consistent with the Agreement and DPA.

Strong unique passwords; prompt leaver removal; least privilege; secure Customer-side controlsdevices and networks; verified recipients; sensitive-content minimisation; secure exports and downtime procedures.

Schedule 3 Order and acceptance record

Each Order forms part of the Agreement and records the information below. Online checkout may capture it electronically. The Customer must receive a copy it can retain, together with the accepted Terms and DPA. An omitted item does not authorise an undisclosed charge or a different renewal rule.

RecordInformation required Legal name, company or registration number where applicable, registered or Customer identityprincipal office and clinic trading name if different. A trading name alone does not replace the contracting legal person.

Clinic Account identifier and contact details, including the notice and billing Account and notices email addresses and nominated privacy or breach contact under the DPA.

Selected Solo or Practice plan, monthly or annual interval, clinic location, Plan and inclusionsincluded users, functions, storage and other usage limits, and any separately agreed services.

Total subscription price in GBP, applicable tax treatment, any discount and its Charges duration, accepted optional charges, and payment method. Annual Fees are shown as a single annual amount.

Whether a Trial applies, its start and end, the selected paid plan, exact first Trial and first paymentcharge amount and date, and the paid subscription start. Dates include time and time zone.

Renewal date, time and Europe/London time zone; billing interval; applicable Renewal and cancellationrenewal price or price-change process; and the exact annual cancellation deadline where applicable.

These SaaS Terms version 2.1 and the DPA version identified and supplied Contract versionsbefore acceptance, plus any agreed commercial variation or service-level agreement.

Accepting person's name and authority to bind the Customer, affirmative Authority and acceptanceacceptance record and timestamp, and Plinical's confirmation or signed acceptance.

For an annual plan, recorded affirmative acceptance of automatic 12-month Annual disclosurerenewal, the 30-calendar-day deadline, and the consequence of late notice under clause 15.2.

The annual renewal and cancellation disclosure must be prominent before acceptance. Trial cancellation before the trial end prevents the first charge even where an annual plan is selected. The Order confirmation must state the accepted total, trial conversion, renewal and cancellation arrangements and provide the notice route in clause 21.4.

Publication of these Terms does not sign an Order for either party. The customer-specific Order and acceptance record supply the identity, pricing selection and dates; separate signature fields in this public document are unnecessary.

Document control and contact Version 2.1. Document date: 21 October 2026. Each Customer's Effective Date is governed by clause 2.1. Changes to an existing agreement follow its applicable variation and notice provisions.

Legal, cancellation, security and support notices: support@plinical.com. The Data Processing Agreement and Privacy Notice provide further information about data processing.