RADIANT SCIENCE

LEGAL

Terms of service

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1. Scope and application

1.1 These Terms of Service ("Terms") govern access to and use of the Services of Radiant Science UG (haftungsbeschränkt), Floningweg 16, 12107 Berlin, Germany, registered with the Amtsgericht Charlottenburg under HRB 262389 B ("Radiant" or the "Company"), by the customer identified in the Order Form or in the Account registration ("Customer"). The Company and the Customer are each a "Party" and together the "Parties".

1.2 The Customer accepts these Terms, and they take effect on the date (the "Effective Date") on which the Customer (a) ticks the acceptance checkbox during registration or onboarding, (b) executes an Order Form that incorporates or references these Terms, or (c) first uses the Services, whichever is earliest. A person accepting these Terms on behalf of an organisation represents that they are at least eighteen (18) years old and have the authority to bind that organisation.

1.3 The "Agreement" consists of the Order Form (if any), these Terms, the Data Processing Agreement and any other document expressly incorporated by the Order Form.

1.4 In the event of conflict or inconsistency, the following order of precedence applies, the earlier prevailing over the later: (a) the Order Form; (b) the Data Processing Agreement, in respect of the processing of personal data; (c) these Terms; (d) any other document incorporated by reference.

1.5 These Terms apply exclusively. Any terms and conditions of the Customer, whether contained in a purchase order, vendor portal or otherwise, are rejected and do not form part of the Agreement, even if the Company performs the Services without expressly objecting to them.

1.6 Where the Services are provided through a Reseller, references to the Customer apply equally to each End Customer unless the context requires otherwise, and Sections 9 and 10 apply in addition.

2. Definitions

2.1 In the Agreement, the following terms have the meanings set out below:

- (a) **"Account"** means an account enabling the Customer and its Authorised Users to access and use the Services, whether registered with the Company or provided through a single sign-on specified in the Order Form.
- (b) **"AI Agent"** means the Company's artificial-intelligence voice agent that answers calls to the Dedicated Number as part of the Services.
- (c) **"Applicable Law"** means all laws, regulations and binding professional rules that apply to a Party's performance of the Agreement, including Data Protection Legislation, Regulation (EU) 2024/1689 (the "EU AI Act") where applicable, and the rules of the Customer's professional regulator.
- (d) **"Authorised User"** means an employee, contractor or other person whom the Customer permits to use the Services under its Account.
- (e) **"Business Day"** means a day other than a Saturday, Sunday or public holiday in England.
- (f) **"Caller"** means any individual who calls a Customer or End Customer clinic through the Services, whether or not they are an existing Patient.
- (g) **"Confidential Information"** means all non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with the Agreement that is marked confidential or that a reasonable person would understand to be confidential, including the Fees, negotiated terms, pricing, methods, client lists and business processes. Customer Data is the Customer's Confidential Information; the Services, Documentation, pricing and security documentation are the Company's Confidential Information. Confidential Information does not include information that the Receiving Party can show (i) is or becomes public other than through its breach; (ii) was lawfully known to it without restriction before disclosure; (iii) is independently developed without use of the Disclosing Party's Confidential Information; or (iv) is lawfully received from a third party without a confidentiality obligation.
- (h) **"Customer Data"** means all data, content and information that the Customer or an End Customer makes available to the Company through the Services, including Input, Output, Patient Data and Caller personal data.
- (i) **"Dashboard"** means the Company's secure web portal through which the Customer accesses and manages the Services, including call audio recordings, call transcripts, summaries and booking activity.
- (j) **"Data Protection Legislation"** means the UK GDPR and the Data Protection Act 2018; Regulation (EU) 2016/679 ("EU GDPR") and the German Federal Data Protection Act ("BDSG") where applicable; the Privacy and Electronic Communications (EC Directive) Regulations 2003; and all other laws relating to the processing of personal data that apply to a Party.
- (k) **"Data Processing Agreement"** or **"DPA"** means the data processing agreement between the Company and the Customer that satisfies Article 28 UK GDPR and, where applicable, Article 28 EU GDPR.
- (l) **"Dedicated Number"** means the telephone number allocated to a clinic for the AI Agent under Section 3.3.

- (m) **"Direct Competitor"** means an organisation that offers services substantially similar to the Services to the same market as the Company.
- (n) **"Documentation"** means the help documentation, onboarding guides, security overview and other documentation that the Company makes available for the Services, as updated from time to time.
- (o) **"End Customer"** means a clinic or other healthcare organisation that signs up for the Services through a Reseller.
- (p) **"Fees"** means the fees payable by the Customer for the Services as stated in the Order Form or otherwise agreed in writing.
- (q) **"Input"** means any data or content provided by or on behalf of the Customer or an End Customer for the purpose of using the Services, including clinic details, knowledge-base content, appointment availability, booking rules, FAQs and Patient information.
- (r) **"Order Form"** means a document signed by the Parties that specifies the Services, Fees, Term and other commercial particulars and incorporates these Terms.
- (s) **"Output"** means content generated by the Services, including spoken responses to Callers, call recordings, transcripts, summaries, messages and booking records.
- (t) **"Patient"** means an individual who attends, or seeks to attend, a Customer or End Customer clinic and whose data is processed through the Services.
- (u) **"Patient Data"** means all personal data relating to Patients and Callers, including data concerning health.
- (v) **"Reseller"** means a Customer whose Order Form includes the right to resell the Services under Section 9.
- (w) **"Service Data"** means technical and usage information generated by the operation of the Services, such as call volumes, durations, latency, error rates, performance and diagnostic data and feature usage. Service Data does not include call audio, recordings, transcripts, summaries or Patient Data.
- (x) **"Services"** means the Company's cloud-based AI call-answering services, the AI Agent, the Dashboard, the Documentation and any related functionality, tools and support that the Customer has subscribed to or that the Company otherwise makes available to the Customer.
- (y) **"Subscription"** means the Customer's right to use the Services for the Term under the plan stated in the Order Form or selected at registration.
- (z) **"Term"** means the Initial Term stated in the Order Form and any renewal under Sections 7.1 and 7.2.
- (aa) **"Third-Party Applications"** means third-party systems and services set up by or for the Customer that connect with the Services, such as calendars, electronic health records, practice management software, booking pages and the Customer's telephony.
- (ab) **"Trial Period"** means a free-of-charge period agreed in the Order Form or in writing under Section 7.9.
- (ac) **"White Labelling"** means the right to offer the Services under the Customer's own brand under Section 10.

- (ad) **"Written"** or **"in writing"** means any non-oral statement in text form that identifies its author, including email and notices through the Dashboard.

3. The Services

3.1 The Company provides the Services as software-as-a-service, operated in a managed cloud-hosted environment and accessed by the Customer through the Dashboard or, where the Order Form so provides, through the Reseller's platform.

3.2 Depending on the Subscription plan and the integrations enabled, the AI Agent provides the following functions: (a) answering inbound calls to the Dedicated Number; (b) booking, cancelling and rescheduling appointments based on availability in the Customer's or End Customer's calendar or practice management system, where access has been given; (c) confirming appointment details with Callers; (d) answering common questions from the relevant clinic's approved knowledge base, including opening hours, services, fees, practitioners and general policies; (e) recording, transcribing and summarising Caller queries and messages; (f) sending call notifications and summaries to the Customer or the relevant End Customer through the agreed channels, including the Dashboard, email and SMS; and (g) directing Callers to the clinic's patient portal for results and letters, where applicable. The functions available under a particular Subscription are set out in the Order Form or the Documentation.

3.3 The Company may allocate a Dedicated Number for the AI Agent. The Dedicated Number remains allocated to the Company's telephony provider, does not become the Customer's or End Customer's property and is deactivated when the Agreement or the relevant End Customer's Subscription ends.

3.4 The Company shall provide the Services with reasonable skill and care, using appropriately qualified personnel, in accordance with the Documentation and Applicable Law, and shall use commercially reasonable efforts to keep the Services available.

3.5 The Company may update the Services and the Documentation from time to time, provided that the functionality made available under the Order Form is not materially reduced during the Term. Major new features may be offered subject to additional Fees.

3.6 The Company may suspend or restrict access to the Services, in whole or in part, with notice where practicable, where reasonably necessary to address a security risk, to prevent harm to the Services, other customers, Patients or Callers, to protect Customer Data during a security incident, where the Customer materially breaches the Agreement, as permitted under Section 7.6, or where required by law. The Company shall restore access once the cause has been resolved.

3.7 The Company may engage subcontractors, cloud providers, telephony providers and AI model providers in accordance with Section 23 and the DPA.

4. Accounts and access

4.1 Unless the Order Form provides for a single sign-on through a Reseller, the Customer creates an Account by registering with an email address and choosing a password. The Account is personal to the Customer and its Authorised Users.

4.2 The Customer is responsible for its Authorised Users and for all activity under its Account. The Customer shall keep access credentials confidential, shall not share Account details, shall ensure access is removed when an Authorised User leaves, and shall notify the Company promptly of any unauthorised access or suspected compromise of credentials. Any use of the Services through credentials the Customer has disclosed or failed to protect is treated as use by the Customer.

4.3 Where the Order Form provides for a single sign-on through a Reseller, the Reseller authenticates Authorised Users and confirms their authority to act for the relevant End Customer, and the Company may rely on that authentication.

5. AI, Output and clinical boundary

5.1 Administrative service only. The Services are strictly administrative. The AI Agent answers calls, captures information, books appointments and relays messages. The Services and the Output are not medical advice, diagnosis, treatment, triage or clinical decision-making and must not be regarded as such. All clinical decisions, assessments and interpretations of Patient information are the sole responsibility of the Customer's or End Customer's licensed healthcare professionals.

5.2 Not a medical device. The Services are not intended by the Company for a medical purpose and are not placed on the market as a medical device within the meaning of the Medical Devices Regulations 2002 (UK) or Regulation (EU) 2017/745. The Customer shall not use or configure the Services so that they provide a diagnostic, therapeutic or clinical decision-support function.

5.3 No emergency handling. The Services do not provide emergency or clinical triage. The AI Agent tells Callers at the start of each call that it is not for emergencies and directs them to the appropriate emergency route. The Customer is responsible for maintaining its own routes for urgent and emergency queries and for keeping its Callers informed of them.

5.4 AI and recording disclosures. The AI Agent informs Callers at the start of each call that they are speaking with an AI assistant and that the call is recorded and processed. The Customer shall keep these disclosures switched on, shall not configure the Services to remove or obscure them, and shall inform its Patients and Callers accordingly, including by updating its privacy notice and any call-recording notices required by Applicable Law.

5.5 Roles under AI regulation. To the extent the EU AI Act or equivalent UK legislation applies to the Services, the Company acts as the provider and the Customer as the deployer of the AI Agent, and each Party shall meet the obligations that Applicable Law places on it in that role. The Company shall maintain the technical documentation, transparency measures and quality controls that Applicable Law requires of it as provider.

5.6 Human oversight of Output. The Output is generated by artificial intelligence and may be inaccurate, incomplete or contextually inappropriate. The Customer shall review and verify the Output, in particular booking records, call summaries and messages, before relying on it, and shall put appropriate human oversight in place for any decision it makes on the basis of the Output. The Company operates automated quality monitoring of the AI Agent and flags calls that need the Customer's attention, but this does not replace the Customer's review.

5.7 Input. The Customer is responsible for the accuracy, quality and legality of the Input, including its knowledge base, booking rules and appointment availability, and warrants that it has all rights, consents and authorisations needed to provide the Input to the Company. The quality of the Output depends on the quality of the Input. The Company has no obligation to review or maintain the Input or the Output.

5.8 No training on Customer Data. The Company shall not use Customer Data, including call audio, transcripts, summaries or Patient Data, to train, fine-tune or otherwise improve any artificial-intelligence model operated by the Company or by any third party, and shall contractually prohibit its sub-processors from doing so, as set out in the DPA.

5.9 Service Data. The Company may collect, generate, retain and use Service Data to operate, secure, test, maintain and improve the Services. Service Data is stored separately from Customer Data and is disclosed only in aggregated form that does not identify the Customer, any End Customer, any Patient or any Caller. The Company may provide a Reseller with aggregated figures and metrics about its End Customers' use of the Services on the same basis, as set out in the Order Form.

5.10 Anonymised data. Anonymised data created in accordance with the DPA, which is no longer personal data under Data Protection Legislation, is not Customer Data and belongs to the Company. The Company shall not attempt to re-identify it.

5.11 The Company's liability for errors in the Output is subject to Section 16, and the Customer's indemnity in relation to Input and Output is set out in Section 17.

6. Customer responsibilities and restrictions

6.1 The Customer shall: (a) use the Services only in accordance with the Agreement, the Documentation and Applicable Law; (b) ensure that the information it provides, including its knowledge base and booking rules, is not false, inaccurate, misleading or unlawful; (c) inform its Patients and Callers that calls are answered by an AI assistant and are recorded and processed, as set out in Section 5.4; (d) obtain and maintain all authorisations, notices and consents required under Data Protection Legislation and professional rules to provide Patient Data to the Company and to have calls recorded; (e) set up and test its telephony and call forwarding to the Dedicated Number as set out in Section 11.3; (f) obtain and maintain the equipment, software, connectivity and Third-Party Applications needed to use the Services and keep them secure; and (g) notify the Company promptly of any unauthorised access to or use of the Services.

6.2 Except as permitted under Sections 9 and 10, the Customer shall not, and shall ensure that its Authorised Users and End Customers do not: (a) rent, lease, sub-license, sell, redistribute or otherwise make the Services or any part of them available to any third party; (b) copy, modify, translate, adapt or create derivative works of the Services or the Documentation; (c) reverse engineer, decompile or disassemble any software forming part of the Services, except to the extent that such restriction is prohibited by law; (d) use the Services to build a product or service that competes with the Services; (e) interfere with or disrupt the integrity or performance of the Services, or attempt to gain unauthorised access to the Services or related systems; (f) use the Services to transmit unlawful, defamatory or infringing material; (g) remove or obscure any proprietary notice; or (h) monetise the Services in any way.

6.3 A Direct Competitor may not access the Services without the Company's prior written consent, and the Customer shall not permit any Direct Competitor to access or use the Services or the Company's Confidential Information.

6.4 The Customer shall ensure that its use of the Services does not infringe any third party's rights, including intellectual property rights, or breach Applicable Law.

7. Plans, Fees and payment

7.1 The paid Subscription runs for the initial term set out in the Order Form or otherwise agreed in writing ("Initial Term"). If no Initial Term is agreed, it runs month to month.

7.2 After the Initial Term, the Subscription renews automatically each month unless either Party gives thirty (30) days' written notice to end it.

7.3 The Customer shall pay the Fees for the plan set out in the Order Form or otherwise agreed in writing. Fees are stated and payable in the currency given in the Order Form or at purchase and are exclusive of VAT and other applicable taxes and bank charges, which the Customer bears. Where the reverse-charge mechanism applies, the Customer accounts for the VAT due.

7.4 Subscription Fees are payable monthly in advance, either charged to the Customer's card on file or invoiced and payable within fourteen (14) days of receipt. If a Subscription starts part-way through a month, the first month is charged pro rata. Usage-based Fees and Fees for additional minutes are charged monthly in arrears.

7.5 Where payment is by card, the Customer authorises the Company and its billing provider to charge the card on file for all Fees as they fall due. If a payment fails, the Customer shall resolve it within seven (7) Business Days of being notified.

7.6 If any undisputed amount is overdue, the Company may charge interest at four (4) per cent a year above the Bank of England base rate from the due date until payment and, after seven (7) days' written notice, suspend the Services until payment is made. Suspension does not relieve the Customer of its payment obligations and does not extend the Term.

7.7 The Customer shall raise any billing dispute in good faith and in writing within sixty (60) days of the invoice date, stating the disputed amount and the reasons, and shall pay the undisputed part by the due date.

7.8 Where the Services are provided through a Reseller, the Reseller pays the Company the Fees for its End Customers as set out in the Order Form, and each End Customer pays the Reseller. Fees for additional minutes used by End Customers are charged to the Reseller at the rates in the Order Form. If the Reseller fails to pay the Company, the Company may suspend or terminate the affected End Customers' access after notice to the Reseller.

7.9 Where a Trial Period is agreed in the Order Form or in writing, the Services are free of charge for the Trial Period. At the end of the Trial Period the Subscription converts automatically to a paid Subscription unless the Customer cancels, or the Reseller removes the End Customer, before the Trial Period ends.

7.10 The Company may change the Fees of a plan on at least thirty (30) days' written notice, effective from the Customer's next renewal. Fees agreed in an Order Form are fixed for its Initial Term.

7.11 The Customer may request to cancel, upgrade or downgrade its Subscription in writing, subject to the Company's confirmation and availability. Upgrades take effect immediately, with the new Fees applying from the next month. Downgrades take effect from the start of the next month, with no refund for the current month.

7.12 The Customer is responsible for all taxes arising from the Agreement other than taxes on the Company's income. If the Customer is required by law to withhold tax, it shall pay the net amount and provide the Company with the official receipts needed to claim credit.

7.13 Fees are non-refundable except as expressly provided in Sections 15.4, 17.3, 18.3, 18.5 and 19.2.

8. Support

8.1 The Company provides reasonable technical support by email to support@radiantscience.io, or to the support address stated in the Order Form, on Business Days between 9:00 and 17:00 UK time, unless a service level is agreed in the Order Form.

8.2 The Company prioritises issues that prevent calls from being answered and uses reasonable efforts to respond to them promptly, including outside support hours where practicable. Unless the Order Form states a service level, response times are targets.

8.3 Before contacting support, the Customer should first consult the Documentation.

9. Reselling

9.1 This Section 9 applies in addition if the Customer's Subscription includes Reselling under the Order Form (the Customer then being a "Reseller").

9.2 Unless the Order Form states otherwise, End Customers use the Services only under these Terms and the DPA, which each End Customer accepts directly with the Company, as controller of its Patient Data, before activation. The Reseller shall present these Terms and the DPA to End Customers unaltered and may set only its own prices and billing. If the Order Form allows the Reseller to use its own end-customer terms, those terms must contain provisions equivalent to these Terms and the DPA, with the Company acting as the Reseller's sub-processor, and require the Company's prior written approval. Other terms agreed between a Reseller and an End Customer do not bind the Company.

9.3 The Company may approve or decline any proposed End Customer. Unless the Order Form provides for self-serve onboarding, the Reseller shall submit the identity and relevant details of each prospective End Customer to the Company for written approval (email sufficient) before activating any End Customer, and the Company shall use reasonable efforts to respond within five (5) Business Days.

9.4 Subject to the Agreement, the Company grants the Reseller for the Term a non-exclusive, non-transferable right to resell the Services to End Customers in the territory and to the extent stated in the Order Form. No exclusivity is granted.

9.5 The Reseller shall resell the Services under the Company's brand "Radiant Science" unless White Labelling is included in the Order Form.

9.6 The Reseller shall: (a) use commercially reasonable efforts to promote and market the Services; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to the Company, the Services or the public; (c) not make any false or misleading representations, warranties or guarantees with respect to the Company or the Services; (d) inform End Customers that the Services are administrative only and not for emergencies, and that AI and recording disclosures stay on; (e) keep the Company informed of any problems with the Services of which it becomes aware; and (f) pass on promptly any modifications, design changes or improvements suggested by an End Customer.

9.7 Except as permitted in this Section 9 and in Section 10, the Reseller shall not use the Company's trademarks or logos without the Company's prior written consent (email sufficient).

9.8 During the Term, the Company shall not directly solicit End Customers that were introduced to the Company exclusively through the Reseller.

9.9 The Reseller shall not distribute or make the Services available through another reseller, and shall not attempt to alter, translate, adapt or modify the Services, nor disassemble, decompile or reverse engineer any software forming part of them.

10. White Labelling

10.1 This Section 10 applies in addition to Section 9 if the Customer's Subscription includes White Labelling under the Order Form.

10.2 The Customer may offer the Services to End Customers under its own brand and look and feel to the extent specified in the Order Form. The Customer is wholly responsible for the trademarks and branding it uses, including for any claim that they infringe third-party rights.

10.3 The Customer shall provide its branding materials to the Company within the period stated in the Order Form (otherwise within five (5) Business Days of the Effective Date) and grants the Company a non-exclusive, royalty-free licence to use them for the white-labelled Services during the Term. The white-labelled Services display a discreet "Powered by Radiant Science" notice beside the links to these Terms, the DPA and the privacy notice.

10.4 The Company may deliver the white-labelled Services embedded in the Customer's platform (for example as an iframe or pop-up) or by another method set out in the Order Form. The Customer approves the branded version in writing (email sufficient) before the first End Customer goes live.

10.5 White Labelling does not change the roles under Section 14: each End Customer accepts these Terms and the DPA directly with the Company, and the Company remains the provider of the Services to the End Customer. The Customer shall not describe the Services as its own product in a way that misleads End Customers about the identity of the provider for regulatory or data-protection purposes.

11. Third-Party Applications and telephony

11.1 The Services can connect with Third-Party Applications set up by or for the Customer. The Customer is responsible for those systems, for the terms of their providers and for giving the Company the access it needs to use them on the Customer's behalf.

11.2 The Company has no responsibility for Third-Party Applications and does not warrant that any integration will continue to work. Where a Third-Party Application changes or becomes unavailable, the Company shall use reasonable efforts to adapt the Services but may discontinue the affected integration.

11.3 The Customer is responsible for setting up its telephony and call forwarding to the Dedicated Number, for testing the full call flow once the Services are activated and after any change to its phone set-up, and for keeping another route for Callers to reach it if the Services are unavailable. The Company is not responsible for issues caused by the Customer's set-up or its telephone provider.

12. Confidentiality

12.1 The Receiving Party shall protect the Disclosing Party's Confidential Information with at least the degree of care it applies to its own confidential information of similar nature, and in no event less than reasonable care, and shall use it solely to perform or exercise its rights under the Agreement.

12.2 The Receiving Party may disclose Confidential Information only to its employees, contractors, affiliates, professional advisers and, in the case of the Company, subcontractors and sub-processors permitted under Section 23 and the DPA, who need to know it for the purposes of the Agreement and are bound by confidentiality obligations no less protective than this Section 12.

12.3 The Receiving Party may disclose Confidential Information where required by law, regulation or court order, provided that it gives the Disclosing Party prompt prior notice where legally permitted and cooperates reasonably with any effort to limit the disclosure.

12.4 On expiry or termination of the Agreement, or on written request, the Receiving Party shall return or securely destroy the Disclosing Party's Confidential Information, subject to Section 14.6 and to retention of one archival copy where required by law or a bona fide compliance policy. Confidential Information held in routine backups that cannot be selectively erased with reasonable effort may be retained until the backups expire, subject to this Section 12.

12.5 This Section 12 survives for five (5) years after the end of the Agreement and, for trade secrets and Customer Data, for as long as the information remains confidential.

13. Intellectual property

13.1 Licence. Subject to the Agreement and payment of the Fees, the Company grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as permitted under Sections 9 and 10) right, during the Term, for its Authorised Users to access and use the Services for the Customer's internal business purposes.

13.2 Company IP. As between the Parties, the Company owns and retains all right, title and interest in and to the Services, the AI Agent, the Dashboard, the Documentation, all software, models, prompts, configurations and know-how used to provide them, all improvements, enhancements and modifications of any of them, and all intellectual property rights in the foregoing. Nothing in the Agreement transfers any of these rights to the Customer; the Customer's rights are limited to the licence in Section 13.1.

13.3 Customer Data. As between the Parties, the Customer owns all right, title and interest in and to the Customer Data, including call audio, transcripts, summaries and other Output generated for the Customer. The Customer grants the Company a non-exclusive licence to host, process, reproduce and transmit the Customer Data to provide, maintain, support and secure the Services, to address technical problems, to comply with Applicable Law and as otherwise set out in the DPA.

13.4 Feedback. The Customer grants the Company a perpetual, irrevocable, worldwide, royalty-free licence to use general feedback and suggestions about the Services, provided that such feedback contains no Customer Confidential Information or Customer Data.

13.5 The licence in Section 13.1 does not include any rights to personal data, which are governed by the DPA.

14. Data protection and security

14.1 Roles. The Customer (or, where the Services are provided through a Reseller, the End Customer) is the controller of the Patient Data and other personal data in the Customer Data, and the Company processes that data as its processor on its documented instructions in accordance with the DPA. Where a Reseller supplies the Company with personal data of its own users and End Customer staff, for example through a single sign-on, the Reseller is the controller and the Company the processor of that data. Each Party is an independent controller of the business contact details of the other Party's personnel that it processes to manage the relationship.

14.2 DPA. The Parties shall enter into a DPA before the Company processes personal data as processor. Where the Services are provided through a Reseller, each End Customer accepts the DPA directly with the Company before activation. The DPA specifies the subject matter and duration of processing, the processing locations, the sub-processors, the international transfer mechanisms (including, for restricted transfers from the United Kingdom, the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses), the security measures and the personal data breach notification details, and prevails over these Terms in respect of the processing of personal data.

14.3 Security. The Company shall implement and maintain appropriate technical and organisational measures to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, having regard to the state of the art, the costs of implementation and the risks presented by the processing, including encryption of Customer Data in transit (TLS 1.2 or higher) and at rest (AES-256), role-based access control with multi-factor authentication for authorised personnel, logging of access and system events, and the further measures described in the DPA. The Company holds a current Cyber Essentials certificate, completes the NHS Data Security and Protection Toolkit annually and is registered with the Information Commissioner's Office (registration ZB842255).

14.4 Personal data breaches. The Company shall notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Data, within the period stated in the DPA, and shall provide the information reasonably required for the Customer to meet its own notification obligations.

14.5 Personnel. The Company shall ensure that personnel with access to Customer Data are bound by confidentiality obligations, have received data-protection training and access Customer Data only to the extent required to deliver, maintain, secure and support the Services.

14.6 Export and deletion. On written request made within thirty (30) days after the Agreement, or the relevant End Customer's Subscription, ends, the Company shall provide an export of the Customer Data in a commonly used format, subject to technical feasibility and Applicable Law. The Company shall delete the Customer Data from the systems it controls within thirty (30) days after the Agreement, or the relevant End Customer's Subscription, ends, unless the Parties agree otherwise in writing or Applicable Law requires longer retention, in line with the deletion provisions of the DPA. Data held in backups is deleted in accordance with the Company's backup retention schedule and remains protected under Section 12 until deleted.

14.7 Compliance. Each Party shall comply with Data Protection Legislation in connection with the Agreement.

15. Warranties and disclaimers

15.1 The Company warrants that: (a) it will perform the Services with reasonable skill and care; (b) the Services will conform in all material respects to the description in the Order Form and the Documentation; and (c) it will not knowingly introduce malicious code into the Services.

15.2 Each Party warrants that it has full authority to enter into the Agreement and that its performance will not breach any agreement with a third party.

15.3 The Customer warrants that it has all rights, licences, consents and authorisations required to provide the Customer Data and Input to the Company for the purposes of the Agreement and to have calls recorded.

15.4 If the Services do not conform to Section 15.1(b), the Customer shall notify the Company in writing within thirty (30) days of becoming aware, describing the non-conformity. The Company shall, at its option, correct or re-perform the affected Services within a reasonable time. If the Company is unable to do so, the Customer may terminate the Agreement and the Company shall refund the prepaid Fees for the period after termination. This Section 15.4 states the Customer's sole remedy for breach of Section 15.1(b).

15.5 The Company does not warrant that the Services will be uninterrupted or error-free, that the Output will be accurate, complete or fit for any particular purpose, or that the Services will produce any particular result, revenue or saving. The Customer acknowledges that AI-generated Output requires human review as set out in Section 5.6.

15.6 Except as expressly set out in this Section 15, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16. Limitation of liability

16.1 Nothing in the Agreement limits or excludes either Party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

16.2 Subject to Section 16.1, neither Party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business or goodwill, loss of anticipated savings, loss or corruption of data (other than the Company's obligations under Section 14 and the DPA), or any indirect or consequential loss.

16.3 Subject to Section 16.1, the total aggregate liability of each Party to the other arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of (a) the Fees paid and payable by the Customer under the Agreement in the twelve (12) months immediately preceding the event giving rise to the claim and (b) the floor amount stated in the Order Form or, where no Order Form applies or no floor is stated, £1,000.

16.4 Subject to Section 16.1, where the Services are provided through a Reseller, the Company's total aggregate liability to any one End Customer arising out of or in connection with the Agreement shall not exceed £1,000 in any period of twelve (12) months, or such other amount as the Order Form states, and the Company's liability to the Reseller and its End Customers together shall not exceed the cap in Section 16.3.

16.5 Sections 16.2 to 16.4 do not apply to the Customer's obligation to pay the Fees, to the Customer's indemnity under Section 17.4, or to a Party's breach of Section 12.

17. Indemnities

17.1 Company indemnity. The Company shall defend the Customer against, and indemnify it from, any third-party claim that the Services, as provided by the Company and used in accordance with the Agreement, infringe a third party's intellectual property rights, provided that the Customer (a) promptly notifies the Company in writing of the claim; (b) gives the Company sole control of the defence and settlement, provided that the Company shall not settle in a way that imposes obligations on the Customer without its consent; and (c) provides reasonable cooperation at the Company's expense.

17.2 Exclusions. Section 17.1 does not apply to claims arising from (a) modifications made by or for the Customer without the Company's written approval; (b) combination of the Services with items not provided or approved by the Company, where the claim would not have arisen without the combination; (c) Customer Data, Input or the Customer's branding; or (d) use of the Services in breach of the Agreement or the Documentation.

17.3 Remedies. If the Services become, or in the Company's reasonable opinion are likely to become, the subject of an infringement claim, the Company may at its option and expense (a) procure the right for the Customer to continue using them; (b) modify or replace them so that they are non-infringing with substantially equivalent functionality; or (c) if neither is commercially reasonable, terminate the Agreement and refund any prepaid Fees for the unexpired part of the Term.

17.4 Customer indemnity. The Customer shall defend the Company and its affiliates against, and indemnify them from, any third-party claim, liability and expense (including reasonable legal fees) arising from: (a) any claim by a Patient or Caller relating to the Customer's or its End Customers' acts or omissions, including clinical decisions, assessments or treatment and the handling of urgent or emergency matters; (b) the Customer Data, the Input or the Customer's branding, including any claim that they infringe third-party rights or were provided in breach of Data Protection Legislation or without the notices and consents required by Section 5.4; (c) the Customer's breach of Applicable Law or professional obligations in connection with the Services; or (d) the Customer's use of the Services in breach of the Agreement; except, in each case, to the extent caused by the Company's negligence, breach of the Agreement or wilful misconduct. Section 17.1(a) to (c) applies to the Customer mutatis mutandis.

17.5 This Section 17 states each Party's sole remedy for third-party intellectual property infringement claims, subject to Section 16.1.

18. Term, termination and suspension

18.1 The Agreement has the Term stated in the Order Form or, for a Subscription taken at registration, runs from the Effective Date and renews under Section 7.2. The Customer may close its Account and end its Subscription by written notice to support@radiantscience.io; closure takes effect at the end of the current month or, if later, at the end of any Initial Term agreed in the Order Form.

18.2 Either Party may terminate the Agreement with immediate effect by written notice if the other Party (a) commits a material breach of the Agreement and, where the breach is capable of remedy, fails to remedy it within thirty (30) days of written notice describing the breach; or (b) becomes insolvent, enters administration or liquidation (other than for solvent reconstruction), has a receiver appointed over any of its assets, makes an arrangement with its creditors, or ceases to carry on business.

18.3 The Company may also terminate the Agreement (a) if it withdraws the Services or the Customer's plan, on at least sixty (60) days' written notice and with a pro-rata refund of prepaid Fees for the period after termination; or (b) where necessary to comply with Applicable Law.

18.4 On expiry or termination of the Agreement: (a) the Customer's licence under Section 13.1 ends and the Customer shall cease using the Services; (b) the Dedicated Number is deactivated under Section 3.3; (c) each Party shall return or destroy the other Party's Confidential Information under Section 12.4; (d) the Company shall handle the Customer Data under Section 14.6 and the DPA; and (e) the Customer shall pay all Fees accrued up to the effective date of termination.

18.5 Termination is without prejudice to rights and obligations accrued before termination. If the Customer terminates under Section 18.2, the Company shall refund the part of any prepaid Fees that relates to the unused part of the Term; in all other cases prepaid Fees are non-refundable.

18.6 Sections 2, 5, 12, 13, 14.6, 15.5, 15.6, 16, 17, 18.4 to 18.6, 21, 22, 24 and 25 survive expiry or termination.

19. Changes to the Terms

19.1 The Company may update these Terms from time to time. Material changes to these Terms or the DPA are communicated to the Customer at least fourteen (14) days before taking effect, through the Dashboard or by email. Changes required by law or addressing safety or security concerns may take effect sooner.

19.2 If a change materially and adversely affects the Customer, the Customer may terminate the Agreement by written notice before the change takes effect, and the Company shall refund any prepaid Fees for the period after termination. If the Customer continues to use the Services after the change takes effect, the updated Terms apply.

19.3 Where the Order Form so provides, changes to the Terms as between the Company and the Customer named in the Order Form require a written amendment signed by both Parties, and this Section 19 does not apply to that Customer.

20. Force majeure

20.1 Neither Party is in breach of the Agreement or liable for delay or failure in performing any obligation (other than a payment obligation) to the extent caused by an event beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil unrest, governmental action, failure of utilities or telecommunications, or cyber-attack, and, in the case of the Company, an outage of a cloud, telephony or AI model provider that the Company could not reasonably have mitigated (a "Force Majeure Event").

20.2 The affected Party shall notify the other Party promptly in writing of the Force Majeure Event and its expected duration and shall use reasonable endeavours to mitigate its effects. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the Agreement by written notice, without prejudice to accrued rights.

21. Publicity

21.1 Unless the Order Form states otherwise, the Company may reference the Customer's name and logo in its marketing materials, on its website and in discussions with prospective customers or investors, solely to indicate that the Customer is a user of the Services, unless the Customer objects in writing.

21.2 Any press release, case study, testimonial or publication concerning the Agreement or the Parties' collaboration requires the other Party's prior written approval of content, timing and venue.

22. Compliance and non-solicitation

22.1 Each Party shall comply with all laws applicable to its performance of the Agreement, including the Bribery Act 2010, export-control and sanctions law and competition law. Each Party represents that, at the Effective Date, it is not subject to sanctions, export restrictions or debarment that would prohibit or materially restrict its performance of the Agreement.

22.2 During the Term and for twelve (12) months after it, neither Party shall directly solicit for employment or engagement any employee or contractor of the other Party who was involved in the performance of the Agreement, without the other Party's prior written consent. General public job advertisements and unsolicited applications are not solicitation.

23. Subcontracting and assignment

23.1 The Company may engage cloud providers, telephony providers, AI model providers and individual contractors in the ordinary course of its business without the Customer's consent, provided that the Company remains responsible for their performance and ensures that each is bound by confidentiality obligations no less protective than Section 12 and, where personal data is processed, by the terms required under the DPA, including the sub-processor notification and objection rights set out there.

23.2 Neither Party may assign or transfer the Agreement without the other Party's prior written consent, not to be unreasonably withheld, except that either Party may assign it without consent to a successor in a merger, acquisition or sale of all or substantially all of its relevant business that assumes all obligations under the Agreement. Any purported assignment in breach of this Section is void.

24. Governing law and dispute resolution

24.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by the laws of England and Wales.

24.2 The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.

24.3 Before commencing proceedings (other than under Section 24.4), the Parties shall attempt in good faith to resolve the dispute through negotiation between senior representatives for a period of not less than thirty (30) days following written notice of the dispute.

24.4 Nothing in this Section 24 prevents either Party from seeking injunctive or other interim relief from any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

25. General

25.1 Entire agreement. The Agreement constitutes the entire agreement between the Parties about its subject matter and supersedes all prior negotiations, representations and agreements, whether written or oral. Each Party acknowledges that it has not relied on any statement not set out in the Agreement. Nothing in this Section limits liability for fraud.

25.2 Amendments. Subject to Section 19, no amendment to the Agreement is effective unless in writing and signed by authorised representatives of both Parties.

25.3 Severability. If any provision of the Agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable or, if that is not possible, severed, and the remaining provisions continue in full force.

25.4 Waiver. No failure or delay in exercising any right or remedy operates as a waiver of it, and no single or partial exercise precludes any further exercise.

25.5 Relationship. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between the Parties. Neither Party has authority to bind the other.

25.6 Counterparts and e-signature. The Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one instrument.

25.7 Language. The Agreement is in English. In the event of any translation, the English version prevails.

25.8 Third parties. No person other than the Parties and their permitted successors and assigns has any right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

25.9 Notices. Notices under the Agreement shall be in writing and sent by email to the notice address stated in the Order Form or, for a Customer without an Order Form, to the email address registered for its Account and, for the Company, to info@radiantscience.io, or by courier or recorded post to the registered office of the recipient. Notices through the Dashboard to the Customer are also valid. An email or Dashboard notice is deemed received on the next Business Day after sending, provided no delivery-failure notification is received; a courier or postal notice is deemed received on delivery.

25.10 Interpretation. Headings are for convenience only. "Including" means "including without limitation". References to a Section are to a section of these Terms unless stated otherwise. References to legislation include it as amended or re-enacted.