



# Perspectum Portal

## Terms of Use

PDM9004

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## Terms of Use

These Terms of Use apply to your use of the Perspectum Portal, a browser-based service offered by Perspectum Ltd (“we” or “us”) to enable our clients to remotely access our Services.

These Terms of Use are supplementary to our agreement with you, or the organisation you represent, to provide or receive services which necessitate your access to the Perspectum Portal (the “Services Agreement”) and apply exclusively to your access to the Perspectum Portal. In the event of any conflict between these Terms of Use and provisions of the Services Agreement, the provisions of the Services Agreement shall prevail.

## INTERPRETATION

1.1. In these terms the following words and phrases shall have the following meanings:

**Affiliate:** means in relation to an entity, means any entity directly or indirectly controlled by or in common control with such entity, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote or appoint a majority of the board of directors or other governing body of such entity;

**Documentation:** means any user documentation concerning the Perspectum Portal we make available to you from time to time;

**Input Data:** means the data inputted by you in using the Perspectum Portal;

**Perspectum Portal:** means our cloud-based customer portal named the ‘Perspectum Portal’ which is available at: <https://portal.perspectum-diagnostics.com/accounts/login/>

**Perspectum Portal Services:** means the functionality available on the Perspectum Portal;

**Report:** means reports created by Perspectum pursuant to the Services Agreement using Input Data;

**Services:** means services described in the Services Agreement;

**Us or we:** means Perspectum Ltd, a company incorporated and registered in the United Kingdom under number

08219473 with its registered office address at Gemini One John Smith Drive, Oxford Business Park, South, Oxford, Oxfordshire, OX4 2LL;

**User:** means an employee, contractor, or other individual authorised to access Perspectum Portal and for whom we have set up a user account; and

**You:** means the User accessing the Perspectum Portal.

1.2. A reference to any “person” is to any individual, company, partnership or other body corporate.

1.3. A reference to any law is a reference to it and any subordinate legislation made under it, in each case as amended or re-enacted from time to time.

1.4. Phrases beginning with the words “includes”, “including”, “in particular”, “for example” and similar words shall be construed as illustrative and not exhaustive.

## PROVISION OF THE PERSPECTUM PORTAL SERVICES

- 2.1. We will provide the Perspectum Portal Services in accordance with these Terms of Use during any period during which you are entitled to receive Services.
- 2.2. In order to provide the Perspectum Portal Services, we will set up accounts for Users. Depending on the nature of Services provided different Users may be provided with different levels of permission. For example, some Users will be permitted to submit Input Data to us but not to read or download Reports. Other Users may be permitted both to submit Input Data and read and download Reports, but only in relation to one specific project associated with your organisation's account. You agree that you will only use the Perspectum Portal in accordance with your permissions and solely for the purposes described in the Services Agreement.
- 2.3. To access the Perspectum Portal, you are responsible for:
  - 2.3.1. ensuring that your systems and software meet any minimum or recommended requirements to use the Perspectum Portal as set out in the Documentation;
  - 2.3.2. procuring and maintaining your own network connections and telecommunications links;
  - 2.3.3. promptly informing us if you no longer require access to the Perspectum Portal.
- 2.4. You will:
  - 2.4.1. use the Perspectum Portal Services and your User account in accordance with the Services Agreement, these Terms of Use and any applicable laws;
  - 2.4.2. create a secure password for your use of the Perspectum Portal Services and keep your login information confidential;
  - 2.4.3. not allow any other person to use your password, login or account; and
  - 2.4.4. not attempt to circumvent any restrictions we have placed on the permissions in connection with the Perspectum Portal Services.
- 2.5. You may request support in relation to your use of the Perspectum Portal, or report any error or defect in Perspectum Portal by contacting: UK (+44) (0)1865 655 343, USA +1.972.803.5501, or by email at: [Support@Perspectum.com](mailto:Support@Perspectum.com).
- 2.6. If for any reason we are unable to provide access to the Perspectum Portal, and you are still entitled to receive the Services, we will make alternative arrangements with you to continue to deliver the Services until such time as the Perspectum Portal Services may be resumed. You agree to co-operate with us fully in relation to the implementation of any alternative arrangement.

## RESTRICTIONS ON USE

- 3.1. The provisions of this clause 3 are additional to, and will not limit, any restrictions set out in the Services Agreement.

- 3.2. You shall use the Perspectum Portal and any Reports solely for your internal business purposes, with the exception of such wider purposes as may have been agreed in the Services Agreement.
- 3.3. Without limiting clause 3.2, you may not:
- 3.3.1. attempt to adapt, copy, modify, duplicate, create derivative works from, download or distribute the Perspectum Portal or any software underlying the Perspectum Portal;
  - 3.3.2. attempt to decompile, disassemble or reverse-engineer any software underlying the Perspectum Portal (except as permitted by law);
  - 3.3.3. use the Perspectum Portal or Reports to provide services to third parties except as permitted under the Services Agreement;
  - 3.3.4. licence, sell, rent, distribute, display, disclose, or otherwise commercially exploit the Perspectum Portal Services or any Report, nor make them available to any third party (in each case in whole or in part) except as permitted under the Services Agreement;
  - 3.3.5. remove any copyright or other notices placed on the Perspectum Portal, Documentation, or any Report;
  - 3.3.6. access or use all or part of the Perspectum Portal Services, Services or Reports in order to build a product or service which competes with Perspectum Portal Services or Services; nor
  - 3.3.7. attempt to obtain, or assist third parties in obtaining, access to Perspectum Portal Services other than as permitted under these Terms of Use.
- 3.4. You will prevent any unauthorised access to, or use of, Perspectum Portal Services and will promptly notify us of any unauthorised access or use.
- 3.5. We may suspend or terminate your access to Perspectum Portal Services if you are in breach of these Terms of Use or the Services Agreement.

## INPUT DATA AND PERSONAL DATA

- 4.1. You shall ensure that all information, data and materials shared with Perspectum using the Perspectum Portal are lawful, accurate, complete in all material respects, and comply with the Services Agreement.
- 4.2. You shall not share information which would allow Perspectum to identify a patient or participant unless the Services Agreement permits sharing of identifiable information.
- 4.3. If you provide use with any information relating to a third party you agree that you have obtained all necessary disclosures and obtained all necessary consents to make available that information to us, and to our using, storing and transferring it in accordance with the Services Agreement.
- 4.4. In providing the Perspectum Portal Services we, or any third-party hosting service provider appointed by us, will follow archiving procedures for Input Data and Reports in accordance with our or its back-up policy. If there is any loss or damage to any Input Data or Reports, your sole and exclusive remedy shall be for us to use reasonable endeavours to restore the lost or damaged Input Data or Reports from the

latest back-up. We will not be liable for any loss, destruction, alteration or disclosure of any Input Data or Reports by you, any User, or any third party not acting on our behalf.

- 4.5. Unless stated otherwise in the Services Agreement, you are responsible for ensuring that you have, as applicable, downloaded and retained copies of all Input Data and Reports prior to the conclusion of the Services Agreement.

## INTELLECTUAL PROPERTY RIGHTS

5.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in and related to the

Perspectum Portal Services and Perspectum Portal. Except as expressly stated in these Terms of Use or the Services Agreement, nothing in either document shall operate to grant to you any rights in relation to the Perspectum Portal Services or Perspectum Portal.

5.2. We do not require or solicit any suggestions for the improvement of our products and services.

However, if you make any suggestions for the improvement of our products or services then you hereby grant to us a nonexclusive, royalty-free, perpetual, irrevocable licence (which shall be freely capable of sub-licence and/or transfer) to use and exploit them for any purposes whatsoever.

## LIABILITY, INDEMNITY

6.1. You acknowledge that the Perspectum Portal Services are provided as a value-added service to enable you to more easily access and use the Services, are merely supplementary to the Services and are provided on an "as is" basis. To the fullest extent permissible by law, we hereby exclude from these Terms of Use all warranties in relation to the Perspectum Portal Services, including any warranty that Perspectum Portal or Perspectum Portal Services will be uninterrupted or free from defects, and all other warranties, conditions or terms which would otherwise be implied by statute, common law or otherwise.

6.2. The Perspectum Portal Services are delivered over third party communications networks and Perspectum shall not be liable for any delays, limitations or other problems inherent in such networks, to the maximum extent permitted by law, any warranty that the Perspectum Portal Services will be uninterrupted or free from defects is expressly excluded from these Terms of Use.

6.3. Without limiting clause 6.1, our liability to you under or in connection with these Terms of Use or their subject matter will in no circumstances:

6.3.1. extend to any matter for which our liability is excluded under the Services Agreement, or

6.3.2. exceed any limitations of our liability set out in the Services Agreement.

6.4. You shall indemnify us and our Affiliates, and keep us and them indemnified against, any losses, liabilities, damages or expenses suffered or incurred by us or them in connection with or as a result of your breach of any of clauses 2.4, 3, 4, or 5.

## GENERAL

- 7.1. Only you and Perspectum shall have any rights to enforce any of the provisions of these Terms of Use.
- 7.2. No delay by either party in enforcing its rights will limit or restrict the rights of that party.
- 7.3. You may not assign, transfer, charge, sub-contract, or deal in any other way with any of its rights and obligations under these Terms of Use without the other's prior written consent (such consent not unreasonably to be withheld).
- 7.4. No delay by either party in enforcing its rights will limit or restrict the rights of that party and no waiver of any such rights or of any breach of contract will be deemed to be a waiver of any other right or later breach.
- 7.5. We may vary these Terms of Use from time to time. If you do not accept our revisions to these Terms of Use you will no longer be able to use the Perspectum Portal Services.
- 7.6. If any provision or part-provision of these Terms of Use is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of these Terms of Use shall remain in force.
- 7.7. These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Issue control

Issue	Paragraph	Details	Reason	Date/Initial
0.1	All	New document	First draft for review	21 Aug 18 NJ
1.0	All	Approval	Legal review	22 Aug 18 NJ
1.1	All	Updating	Legal review	4 July 2019 MS
2.0	All	Approval	Legal review	11 July 2019 MS
3.0	All	Approval	Re-brand & legal update	13 July 2020 JG