

Terms and Conditions of Service

These terms and conditions ("Terms of Service") govern your use of the Tag Care software application ("Service") and any other services of Tag Care Ltd. Our Privacy Policy is incorporated by reference into these Terms of Service and can be accessed from our website at;

<https://www.tag.care/privacy.html>

Some services may be subject to additional conditions posted on the Tag Care website or supplied when you sign up for the service.

The Company

Tag Care Ltd, 77 Church Lane, Arlesey, SG15 6UX support@tag.care

Terms

Users of the Service can be;

Person of Concern (POC) – this is the person who uses the Tag Care mobile phone app on their phone and about whom personal and medical information is stored.

Carer - this is a member of the group of people who have a concern for/about the POC.

The carer will be given a login to manage the account and if a particular carer is the Customer, they will be responsible for making payments for the service.

The standard licence provides for a certain number of Carers to be included within the fee. Additional carers will be subject to an extra fee.

Any registered carer can invite other people to become Carers by sending an automated invitation from within the management interface.

Customer – the first carer, who sets up the account and enters into an agreement with Tag Care to pay for the service. NB If the POC is the only person using the system they will use the first Carer's account in order to set up their own information and payments.

Amigo – a person invited by the POC to be able to send messages of support to the POC's App. They do not have access to any management function and have no commitment to pay for the service.

The following terms and conditions apply to you if you are a Carer, Person of Concern or Amigo.

Communications

You agree that Tag Care Ltd may send you communications regarding your account or Service via email, SMS or post.

Accounts and passwords

Carers must be registered users to access the Service. They must provide accurate and current information when registering. Carers must be careful to act only within the permission delegated to them by the POC. Please see our Privacy Policy for how your data is managed.

You must use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and you must notify Tag Care Ltd immediately in the event of any unauthorised use.

Acceptable use

You are solely responsible for your conduct and your data related to the Service. You warrant that you have all rights, licenses, authorisations and consents required to use the Service, including without limitation in respect of your data. You agree to indemnify, defend, and hold harmless Tag Care Ltd, its directors, officers, agents and suppliers from any and all loss, cost, liability, and expense arising from or related to your data or use by you of the Service or violation of these Terms of Service.

Any unauthorised use of the Service is a violation of these Terms of Service and may breach the law. Such violations may result in the immediate closure of your account.

Tag Care Ltd will endeavour to make the Service available 24 hours a day, seven days a week. However, you acknowledge and agree that the Service may occasionally be unavailable during periods of planned or unscheduled maintenance and, at times, unexpected outages. Tag Care Ltd may perform unscheduled maintenance at any time, but will only do so if absolutely necessary.

Fees

Payment must be made by debit or credit card in advance except that no card is required to start a free trial, and you will only need to supply card details if you wish to continue with a paid subscription.

Credit card security is implemented via a secure payment gateway for all transactions. Credit card details are not stored within the Tag Care application. Your credit card details are stored by the secure payment gateway used by Tag Care for processing payments, including the application of repeat payments.

If you upgrade or downgrade your plan, you will be credited for the remainder of your current plan. You will then be charged at the rate of the new plan pro rata less any credit. No cash refund is available in these circumstances.

All fees stated are inclusive of VAT if applicable.

Downgrading or cancelling your account may cause the loss of access, data or features of the Service. Tag Care Ltd cannot accept any liability for such loss.

Tag Care Ltd may increase or decrease our fees subject to giving you at least one month's notice. If you do not accept the new fee then you are free to close the account.

Term

The Service will be provided by Tag Care Ltd during the term of this agreement (the "Term"), which will commence on the Commencement Date and will continue for a period of 1 month.

The Term shall be automatically renewed on the same terms and conditions as set out in this Agreement for a further period of 1 month unless otherwise terminated in accordance with conditions of this Agreement.

Cancellation and termination

You are solely responsible for the cancellation of your account. You can cancel your account at any time via email to; support@tag.care

We may require proofs of identity before actioning your cancellation request. The account can be closed by the Purchaser or the POC, but we would normally check with the POC that a Customer's request was valid.

All of your content and data will be deleted 90 days after cancellation or termination of your account unless provisions within our Privacy Policy or the Law require us to keep data for longer. Once deleted, information will not be able to be recovered.

Failure to pay your subscription fees will result in your account being suspended. Accounts are suspended for a maximum of 90 days before the account may be terminated by us. We are not responsible for any loss you suffer as a result of such suspension or termination. A suspended account can be reactivated by supplying valid payment credentials and resuming your subscription.

If you cancel your account before the end of your currently paid month, the Service will end immediately and you will not be charged again. You will not be entitled to a refund.

Tag Care Ltd reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service, for any reason, at any time. Such termination can result in the deactivation or deletion of your account. Tag Care Ltd reserves the right to refuse service to anyone for any reason at any time.

Nothing within this agreement is intended to override any statutory rights that you may have.

No warranties or representations

Without limiting your Statutory Rights:

You understand and agree that the Service is provided "as is" and, to the extent permitted by law, Tag Care Ltd expressly disclaims all warranties or representations of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or corruption of your data on Tag Care Ltd's servers. Tag Care Ltd and its suppliers make no warranty or representation that your use of the Service will be uninterrupted or error-free or regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet your requirements.

Tag Care Ltd is not responsible for any delays, failures of delivery, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Service may be subject to limitations inherent in the use of such methods of communications.

Limitation of Liability

Use of the Service is at your sole risk. You will be solely responsible for any damage to you resulting from the use of the Service.

If there is any loss or damage to your data, Tag Care Ltd's only responsibility will be to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of such data maintained by Tag Care Ltd.

Indemnity

The Customer will fully indemnify the Service Provider against all costs, expenses, liabilities, losses, damages and judgments that the Service Provider may incur or be subject to as a result of any of the following:

The Customer's misuse of the Applications, ASP Infrastructure or any other element of the Service;

The Customer's breach of this Agreement; or

The Customer's negligence or other act of default.

Tag Care Ltd shall be under no obligation to indemnify the Customer against any costs, expenses, liabilities, losses, damages and judgments that the Customer may incur or be subject to arising out of any matter covered by this Agreement.

Intellectual property and data

You acknowledge that Tag Care Ltd owns all right, title and interest in and to the Service, including without limitation all intellectual property rights, and such rights are protected by United Kingdom and international intellectual property laws.

You consent to Tag Care Ltd transferring your data to third party IT providers, including our cloud-based service provider, within the United Kingdom.

Equipment

The optimum performance of the Service is dependent upon you using a compatible web browser for access to the account management portal; and a mobile phone which meets our software's minimum requirements.

In addition, the mobile phone needs to be able to send SMS texts and to have internet connectivity, ideally via WiFi when in the home, or via your service provider ('roaming data') when away from the home.

Furthermore, many of the features require that permission is given to the Phone App to perform certain functions; for example, but not necessarily solely -

- Access to GPS/Location Services
- Permission to send SMS texts
- Permission to receive SMS texts
- Permission to override battery management systems
- Permission to run a foreground service
- Permission to sound notifications
- Permission to install Apps from 'unknown sources' (Android)

Generally the POC will be asked to give these permissions either during the installation process or when they are required.

General

You may not assign your rights in respect of the Service to any other person.

Tag Care Ltd will not be liable for any delay or failure to perform any of its obligations in respect of the Service if such delay or failure is due to an event which is beyond its control.

Tag Care Ltd may modify the Service, or any other services, at any time, for any reason, and without notice. We also may modify these Terms of Service at any time but, if we do so, we will notify you of the modified Terms of Service and give you a reasonable period of time to notify us that you do not agree to the modified Terms of Service and cease using the service.

Force Majeure

No Party shall be liable for breaching this Agreement where that breach results from Force Majeure.

Force Majeure refers to any event that is beyond the reasonable control of the Parties and includes, but is not limited to: power failure, internet service provider failure, industrial action, civil unrest, theft, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

Entire Agreement

This Agreement embodies and sets forth the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement, save for any representation made fraudulently.

Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both of the Parties.

Law and Jurisdiction

The Parties agree that no failure by either Party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

This Agreement shall be governed by the laws of England and Wales.

Any dispute between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of England and Wales.

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