

iPlato Connect - Customer Agreement

04/07/24
iPlato Healthcare Ltd

General Information and Standard Conditions

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Service Setup	Not required for existing iPlato customers. If required an iPlato support representative will coordinate the system setup process with the nominated member of staff of the practice. This process will require a minimal amount of assistance from the practice.
Service Launch	Service will commence on the 1st working day of the month following signup or any alternate date as advised by and agreed with iPlato.
Subscription/ Licence	You have acquired directly or are the intended recipient (in those instances where the purchase has been made by a separate organisation or if an Enterprise Licence has been purchased) of one or more iPlato myGP Platform subscriptions. The iPlato myGP Platform means a cloud-based middleware platform (including all available modules) securely hosted with an HSCN connection and integrated direct to NHS approved clinical systems.
System Upgrades	As a fully managed outsourced service the customer will be entitled to all system and/or service upgrades (including enhanced functionality and additional modules).
User Support	Telephone and email support during office hours: 8.30am - 5.30pm (next working day issue resolution on best effort basis). NB: User Support includes technical support, issue notification/resolution and basic system operations. Anything beyond this such as ad hoc campaign support and refresher system training will incur additional costs.
User Training	Electronic copies of the User Guides are available online. Surgeries are permitted to arrange additional or personalised training at any time throughout the subscription period. Costs for additional training will be the responsibility of the surgery.
Confidentiality & Data Retention	In addition to the general confidentiality clauses in the Standard Terms of Service, iPlato undertakes, at the end of the contractual relationship (or sooner if so requested by the customer) to delete all identifiable patient data held on any and all systems and databases managed by iPlato.
Standard Terms of Service	Contractual relationship subject to Standard Terms of Service which may, at the discretion of iPlato, be varied from time to time, current Terms and Conditions can be read or downloaded from http://www.iplato.com/terms.pdf The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document. Where there is a conflict between the current Terms and Conditions and the Data Processing Agreement below, the Data Processing Agreement will prevail.
Data Protection	iPlato data protection obligations under this contractual relationship are set out in the iPlato Data Processing Agreement which can be read or downloaded from http://www.iplato.com/dpa.pdf
myGP®	myGP® is an App developed for the exclusive use of Patients. It is provided free of charge and distributed directly to Patients by iPlato through the Android and Apple App stores. Patient's provide explicit consent to use the App and it is provided for and available to all UK registered Patients. The provision of myGP® by iPlato to Patients is not associated with your iPlato myGP Platform subscription(s).
Term and Renewal	Unless otherwise stipulated in the relevant Order Form or other Customer Agreement (as may be the case in those instances where the purchase has been made by a separate organisation or if an Enterprise Licence has been purchased), the service is provided on a rolling monthly basis. Automatic subscription renewal at month end unless cancellation notice received by iPlato.
Service Variation	Not applicable to users under Enterprise Licences or if service commissioned by other organisations. For all other users variation of the selected plan at any time. Updates to the selected plan will be implemented in the following billing cycle.
Service Cancellation	Not applicable to users under Enterprise Licences or if service commissioned by other organisations. For all other users cancellation at any time with 1 month notice.
Costs All costs net of VAT. Billing	All costs net of VAT. Not applicable to users under Enterprise Licences, if service commissioned by other organisations or if subscription provided on a FOC basis. For all other users plan subscription costs (if applicable) billed in advance on 1st of each month. If service is commenced mid-month then the first month's subscription will be prorated. SMS messaging costs calculated and billed monthly based on delivered messages within the billing cycle. If the selected plan includes an SMS allowance, then Customer will only be billed for SMS incurred above the allowance. Alternate billing arrangements provided at the discretion of iPlato.
Payment Terms	Where applicable all payments to be collected by Direct Debit mandate, unless specifically agreed by iPlato.