

TRIAGE360 TERMS AND CONDITIONS

Welcome to Triage360's website. By utilising this website, you acknowledge and agree to comply with and be bound by these Terms and Conditions ("**T&Cs**"). Kindly read the T&Cs carefully.

GENERAL

Triage360 ("**we**", "**us**" or "**our**") operates this website in order to provide medical staff ("**Users**") with access and management of patient records. Users shall have access to records specifically recorded for their own organization, which organization may represent an individual medical practitioner who manage their own patient data privately or a clinic which may have a number of members able to access data of the clinic's patients.

Our website provides Users a system which provides information, data and other clinical services whilst also providing the possibility of sending notifications to patients through the system via SMS, email or other modes of communication as may be established from time to time. We do not provide medical services directly but facilitate the provision of patient data and information to Users.

ELIGIBILITY TO USE THIS WEBSITE

By making use of our website, you agree that you:

- Are eligible to make use of this website;
- Are either a warranted medical professional bound by professional secrecy, or an authorized staff member of an organisation who has been granted access to the system and is required to maintain the confidentiality of patient information in accordance with applicable laws, regulations, and organizational policies;
- Are authorised to process patient data;
- Will only use the website for lawful medical or administrative purposes;
- Will maintain confidentiality of patient information stored within the system;
- Will keep your login credentials secure and confidential;
- Will immediately report any security breaches or unauthorized access;
- Will provide accurate, truthful and up-to-date contact information; and
- Will not use our website in a way that violates any laws or regulations.

OUR SERVICES

Through our website, Users can:

- Access patient data and information;
- Manage patient records;

- Export reports about events;
- Access other clinical services which primarily consist of data and information to improve patient outcomes and streamline clinical operations.

All medical advice, diagnosis, treatment, and recommendations are provided solely by the Users, not by us and such advice, diagnosis, treatment and recommendations are not provided through our website.

Data is never shared across organizations. Each organization maintains its own isolated data environment.

We implement reasonable technical and organizational measures to protect the confidentiality, integrity, and availability of data.

However, we do not guarantee that the system will be error-free or continuously available. Planned maintenance or unforeseen outages may occur.

USERS' OBLIGATIONS

You or your organisation shall remain the Data Controller of all patient data entered into the system. We shall only act as a Data Processor, hosting and managing the data on your behalf in accordance with our GDPR policies.

Patient data may only be exported, shared, or disclosed in accordance with legal and ethical obligations.

Users shall provide patients with a notice that they are making use of our platform.

If Users will use the platform for any reason other than the provision of medical assistance or advice, it is their sole responsibility to obtain prior consent from the relevant patients to make use of such data. We shall not be held liable for any breach of this provision.

We do not directly obtain or manage patient consent on your behalf unless otherwise agreed in writing.

You agree not to:

- Use the system to upload or transmit unlawful, harmful, or misleading information;
- Use automated tools to extract or scrape data;
- Share login credentials or access accounts belonging to other Users;
- Attempt to interfere with or disrupt the operation or security of the system.

NO MEDICAL ADVICE DISCLAIMER

We are not a medical provider. All content on the platform is for informational purposes only and does not constitute medical advice.

ACCOUNT SUSPENSION AND TERMINATION

We may suspend or terminate Users' access to the system if they:

- Breach any of these T&Cs;
- Misuse the system or data stored within the system;
- Cease their medical practice for any reason whatsoever; or
- Cease to be authorized by an organisation.

INTELLECTUAL PROPERTY

All content on the website, including logos, trademarks, software, and text, is our property or our licensors' and is protected by intellectual property laws. You may not use, copy, or distribute any part of the platform without our express permission.

LIMITATION OF LIABILITY

This website is provided 'as is'. Neither us nor our licensors or suppliers make any warranty, guarantee, or representation that access to or use of this website will be uninterrupted, complete, absolutely secure or error free. Your use of our website is entirely at your own discretion and it is your sole responsibility to evaluate accuracy and completeness of any information you submit when utilising our website.

We do not accept liability for any diagnosis or treatment decision made by Users based on information stored or accessed through our system.

We do not accept any direct, indirect, incidental, consequential or any other type of damages arising out of your use of this system. You hereby agree and undertake that the use of our system according to these T&Cs is entirely at your own risk.

By agreeing to these T&Cs, you acknowledge and expressly agree to unconditionally release us (including our licensors, suppliers, and/or employees) from any and all liability to the greatest extent allowed or otherwise permitted by law.

PRIVACY POLICY

We value your privacy. Please review our privacy policy for details on how we collect, use, store and protect your personal information in relation to this website and the services provided herein.

MODIFICATIONS TO THESE T&Cs

We reserve the right to update and/or modify these T&Cs at any time without any prior notice. Changes will be deemed effective immediately upon posting on the website. Your continued use of our website constitutes acceptance of any modified terms.

ACCEPTABLE USE OF THIS WEBSITE

In making use of this website, you agree that you shall not:

- Use misleading or incorrect names, email addresses or mobile numbers; and
- Decipher, decompile, disassemble or reverse engineer any of the website and its underlying software and/or code;

GENERAL

These T&Cs shall be construed in accordance with the laws of Malta. Any disputes arising from your use of this website or these T&Cs shall be subject to the exclusive jurisdiction of the Courts of Malta.

In the event that any term or provision of these terms and conditions is deemed to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the other terms and conditions herein.

CONTACT INFORMATION

If you have any queries in relation to these T&Cs, please contact us at:

Fantine, Apt 6,

Triq Ċensu Costa,

Birkirkara, Malta

By using our website, you acknowledge that you have read, understood and agreed to these T&Cs.