

DataMedic Ltd

Terms of Service

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1. About these Terms

These Terms of Service ("Terms") apply to your access to and use of the DataMedic website, platform, dashboards, tools, reports, analytics services, terminology services, APIs, documentation and related digital services (together, the "Services").

In these Terms, "DataMedic", "we", "us" and "our" mean DataMedic Ltd. "You" and "your" mean the person, organisation or authorised user accessing or using the Services.

By accessing or using the Services, you agree to these Terms. If you are using the Services on behalf of an organisation, you confirm that you are authorised to do so.

The Services are intended for professional, business, healthcare, research, analytical or organisational use. They are not designed for personal consumer use or for use by patients as a substitute for professional medical advice.

2. Other agreements may also apply

Some DataMedic services are provided under a separate written agreement, such as an order form, statement of work, master services agreement, data processing agreement, service schedule, licence agreement or customer contract.

If there is a conflict between these Terms and a signed written agreement between DataMedic and a customer, the signed written agreement will take priority for that customer and service.

If there is a conflict between these Terms and a data processing agreement, the data processing agreement will take priority for the processing of personal data.

These Terms are intended to provide a general public-facing baseline. They should not be treated as a complete replacement for customer-specific commercial, data protection, information governance, clinical safety or procurement documents.

3. Who may use the Services

You may use the Services only if you are authorised to do so and your use is lawful, appropriate and within the scope of your role or organisation.

The Services may be used by, or on behalf of, organisations such as GP practices, PCNs, ICBs, NHS bodies, healthcare providers, research organisations, industry partners, suppliers and other authorised professional users.

You must not access the Services if you are not authorised, if your access has been suspended or terminated, or if your use would breach these Terms, a customer agreement, applicable law or local policy.

4. Our Services

DataMedic provides digital health, healthcare analytics, population health, terminology, reporting, dashboard and related data services. The exact Services available to you will depend on your organisation, role, licence, subscription, contract and access permissions.

Our Services may include:

- population health dashboards and analytics;
- clinical pathway intelligence and service-specific worklists;
- data import, validation, transformation and reporting;
- aggregate metrics, cohort identification, flags and insight outputs;
- patient-level worklists for authorised healthcare users where contracted and lawful;

- terminology, code-list, search, reference data and mapping tools;
- public resources, calculators and knowledge content;
- bespoke analytics, research support, service evaluation or reporting;
- workflow support, action tracking, comments, status fields and exports where enabled.

Not every feature is available to every user. We may add, remove, improve or change features from time to time, subject to any customer-specific written agreement.

5. Healthcare and clinical use

Some Services are designed to help authorised users review healthcare data, identify cohorts, prioritise work, understand service gaps, support audit, plan pathways, improve data quality or support local quality improvement.

DataMedic does not provide medical advice, diagnosis, prescribing decisions, referral decisions, urgent-care triage, safeguarding decisions or definitive patient eligibility decisions.

Unless expressly agreed in writing, DataMedic outputs are decision-supporting information and prompts for review. They must not be used as the sole basis for diagnosis, prescribing, referral, treatment eligibility, patient communication, safeguarding action or clinical intervention.

The GP clinical system or other relevant source record remains the clinical source of truth. Healthcare professionals and customer organisations remain responsible for reviewing the full source record, applying professional judgement, following local pathways and recording any clinical action in the appropriate clinical system.

Unless expressly agreed in writing and separately governed, DataMedic does not write diagnoses, prescriptions, referrals, clinical actions, consultation notes, coding updates or patient communications back to EMIS Web, SystemOne or any other clinical system.

6. Accounts and access

Some Services require an account. You must provide accurate information when creating or using an account and must keep your account details up to date.

You are responsible for keeping your login details secure and confidential. You must not share your account, password, authentication method or access credentials with anyone else.

Customers are responsible for telling DataMedic when a user should be added, changed or removed, including when a user changes role, leaves the organisation or no longer needs access.

We may use role-based access controls, organisation-level restrictions, practice-level restrictions, licence checks, audit logs and other controls to manage access. We may suspend or restrict access where we reasonably believe this is needed for security, legal, clinical safety, data protection or operational reasons.

7. Your responsibilities

You and, where applicable, your organisation are responsible for ensuring that your use of the Services is lawful, appropriate and within the agreed service scope.

You must:

- use the Services only for authorised professional, business, healthcare, research or organisational purposes;
- comply with applicable law, professional duties, customer policies and local governance requirements;
- only access data, dashboards, reports and organisations you are authorised to access;
- keep account credentials secure and report suspected unauthorised access promptly;
- check service outputs before relying on them, particularly where patient-specific action may follow;

- ensure data supplied to DataMedic has been lawfully obtained and is within the agreed scope;
- maintain your own records, approvals, local governance and clinical decision-making processes where relevant.

8. Acceptable use

You must not:

- use the Services for unlawful, unsafe, misleading, unauthorised or discriminatory purposes;
- access or attempt to access data, accounts, organisations or services you are not authorised to access;
- share login credentials or allow unauthorised use of your account;
- upload data that you do not have authority to provide;
- copy, scrape, harvest, bulk download or extract data except as permitted by the Services or a written agreement;
- attempt to re-identify anonymised information unless expressly authorised and lawful;
- reverse engineer, decompile, interfere with or attempt to derive source code or underlying technology;
- bypass, disable or undermine security controls, usage limits, audit controls or access controls;
- introduce malware, harmful code or security threats;
- misrepresent DataMedic outputs as definitive clinical instructions, regulatory approvals or guarantees;
- use the Services to create a competing product or service unless expressly agreed in writing.

9. Customer data and data quality

Customers are responsible for the accuracy, completeness, quality, lawfulness and appropriateness of data supplied to DataMedic or accessed through the Services.

Unless expressly agreed otherwise, DataMedic is not responsible for errors, omissions, coding gaps, timing issues, extraction limitations or data quality issues in source systems, customer files, third-party datasets or public data sources.

Where DataMedic processes customer data, we may rely on the data, instructions, search outputs, files, approvals and access arrangements provided by or on behalf of the customer.

The absence of a code, flag, date, value or marker in a DataMedic output should not be treated as proof that the underlying clinical fact is absent from the source record.

10. Data protection and privacy

Our handling of personal data is explained in our Privacy Policy and, where applicable, in any customer-specific data processing agreement or written contract.

Depending on the service, DataMedic may act as a controller, processor or joint controller under data protection law. Where we process personal data on behalf of a customer, that customer will usually be responsible for the lawful basis, transparency information, local governance and data subject rights handling, unless agreed otherwise in writing.

Customers must ensure that they have the necessary rights, permissions, lawful bases, notices, approvals and governance arrangements to provide data to DataMedic and to use the Services.

Where DataMedic acts as a processor, we will process personal data in accordance with the relevant data processing agreement and documented customer instructions, unless required by law.

11. Confidentiality

Each party must protect confidential information received from the other party and use it only for the purposes of the Services or the relevant agreement.

Confidential information includes non-public business, technical, contractual, commercial, security, service, customer and personal data information. It does not include information that is already public, already lawfully known, independently developed or lawfully received without a duty of confidentiality.

Confidentiality obligations continue after access to the Services ends.

12. Security

DataMedic uses appropriate technical and organisational measures designed to protect the security of the Services and data processed through them.

Security measures may include access controls, authentication controls, encryption or equivalent safeguards where appropriate, audit logging, monitoring, backup and recovery controls, secure development practices, supplier due diligence, incident response procedures and staff confidentiality obligations.

No internet-facing system can be guaranteed to be completely secure or uninterrupted. Customers and users are responsible for maintaining appropriate local security, including secure devices, approved networks, access management, staff training and prompt reporting of suspected incidents.

13. Fees and paid Services

Some Services may be free to access. Others may require payment, subscription, licence, project fees or a written customer agreement.

Fees, payment terms, subscription periods, renewal terms, cancellation rights, usage limits, service levels and other commercial terms will be set out in the applicable order form, statement of work, invoice, subscription page or written agreement.

Unless otherwise agreed in writing, fees are payable in pounds sterling and may be subject to VAT or other taxes. We may suspend access to paid Services if payment is overdue and remains unpaid after reasonable notice.

14. Intellectual property

DataMedic and its licensors own all intellectual property rights in the Services, including software, source code, platform design, dashboards, templates, documentation, data models, processes, algorithms, clinical logic structures, terminology tools and service materials, except for customer data and third-party materials.

Subject to these Terms and any applicable written agreement, we grant authorised users a limited, non-exclusive, non-transferable right to access and use the Services for the agreed purpose during the relevant access period.

You must not copy, modify, reproduce, distribute, resell, sublicense, create derivative works from or commercially exploit the Services except as expressly permitted in writing.

As between DataMedic and the customer, the customer retains ownership of customer data supplied to DataMedic. DataMedic may process customer data to provide the Services, comply with law, maintain security and exercise rights under the relevant agreement.

If you provide feedback, suggestions or ideas about the Services, DataMedic may use them to improve and develop the Services, provided this does not disclose confidential information or breach data protection obligations.

15. Third-party services and content

The Services may include, link to or rely on third-party services, software, infrastructure, public datasets, APIs, libraries, terminology content or reference materials.

Third-party services and content may be subject to their own terms, licences, availability, restrictions and privacy information. We are not responsible for third-party services outside our reasonable control.

Where open data, public data or terminology resources are used, users must comply with any applicable licensing, attribution, usage and re-identification restrictions.

16. Availability, maintenance and changes

We aim to provide reliable Services, but we do not guarantee that the Services will be available at all times, uninterrupted or error-free.

We may carry out maintenance, updates, security fixes or emergency work that affects availability. Where practical, we will give reasonable notice of planned maintenance that materially affects paid Services.

We may develop, improve, modify, replace, suspend or discontinue parts of the Services from time to time. Customer-specific agreements may set out additional service levels, support arrangements or change-control requirements.

17. Disclaimers

The Services are provided using reasonable skill and care. However, DataMedic does not guarantee that:

- the Services will identify every relevant patient, issue, risk, gap or opportunity;
- source data supplied by customers or third parties will be accurate, complete, current or correctly coded;
- outputs will be free from all errors, omissions or delays;
- the Services will meet requirements that have not been agreed in writing;
- the Services will be available continuously or without interruption.

All implied warranties, conditions and terms are excluded to the fullest extent permitted by law.

Nothing in these Terms affects any rights or obligations that cannot lawfully be excluded or limited.

18. Liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the paragraph above and unless a signed written agreement states otherwise, DataMedic will not be liable for indirect, consequential or special loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings or loss caused by customer source data errors, unauthorised use, third-party services, local clinical decisions or use outside the agreed scope.

Subject to the above and unless a signed written agreement states otherwise, DataMedic's total aggregate liability arising out of or in connection with the Services will be limited to the total fees paid or payable to DataMedic for the affected Service in the 12 months before the event giving rise to the claim.

19. Suspension and termination

We may suspend, restrict or terminate access to the Services if:

- you breach these Terms or an applicable written agreement;
- fees are overdue and remain unpaid after reasonable notice;
- access creates a security, legal, clinical safety, data protection or operational risk;
- we are required to do so by law, regulator, customer instruction or contract;
- the relevant licence, subscription, agreement or data processing arrangement ends.

On termination, your right to access the relevant Services will end. Data return, deletion and retention will be handled in accordance with the applicable agreement, data processing agreement and law.

20. Compliance with laws and professional duties

Each party must comply with applicable laws and regulations relevant to its role.

Users who are healthcare professionals must use the Services consistently with their professional duties, local policies and applicable clinical governance requirements.

Depending on the service and customer context, relevant frameworks may include UK GDPR, the Data Protection Act 2018, NHS information governance requirements, clinical safety obligations, professional standards, procurement terms and local customer policies.

21. Publicity and branding

Neither party may use the other party's name, logo or branding in public marketing, case studies or announcements without prior written permission, unless permitted by the relevant agreement or law.

22. Changes to these Terms

We may update these Terms from time to time. The latest version will be made available on our website.

Material changes will not normally affect an existing signed customer agreement during its active term unless the agreement allows this, the customer agrees, or the change is required for legal, regulatory, security or operational reasons.

If you continue to use the Services after updated Terms take effect, this may be treated as acceptance of the updated Terms where permitted by law and contract.

23. Governing law and jurisdiction

These Terms are governed by the laws of England and Wales.

The courts of England and Wales will have exclusive jurisdiction over disputes arising out of or in connection with these Terms, unless a signed written agreement states otherwise.

24. Contact us

For questions about these Terms or the Services, contact:

Email: info@datamedic.uk

Post: DataMedic Ltd, 128 City Road, London, United Kingdom, EC1V 2NX