

# TERMS AND CONDITIONS OF ACCESS

## Bespoke biobanking & LIMS solution LABA

**Biomed Systems Limited**

**Registered in England and Wales | Company Number: 11537514**

**VAT Registration Number: 515912105**

**Registered Office: First Floor Office, 3 Hornton Place, London W8 4LZ, United Kingdom**

### 1. Preamble and Acceptance of Terms

By authenticating and logging into the LABA platform ("the Application"), you, the user, hereby acknowledge and consent to be bound by these Terms and Conditions. The Application is the proprietary property of Biomed Systems Limited. Your access is granted strictly for the administrative, operational, and scientific stewardship of laboratory and biobanking operations.

### 2. Authorised Access and Credential Stewardship

Access to the Application is strictly individualised.

**Prohibition of Credential Sharing:** You are strictly prohibited from sharing, delegating, or otherwise disclosing your login credentials (username, password, or multifactor authentication tokens) to any other individual.

Unauthorised access or the facilitation of such access may constitute an offence under the Computer Misuse Act 1990 and will result in immediate termination of access.

### 3. Forensic Auditing and Digital Footprints

Given the sensitive nature of clinical data and biological specimen management, the Application is subject to strict forensic surveillance.

**System Auditing:** Be advised that all user behaviour, actions, modifications, and queries within the Application are continuously logged and recorded.

**Digital Footprint:** A comprehensive digital footprint (including IP addresses, timestamps, and interaction metadata) is captured for every session.

**Regulatory Support:** These forensic data are collected explicitly to facilitate internal investigations, ensure system integrity, and assist the hosting institution (the Client) in fulfilling its own compliance obligations under regulatory frameworks such as FDA 21 CFR Part 11, UK GDPR, EU GDPR, ISO 17025, and the Human Tissue Act 2004 (HTA).

#### 4. Regulatory Disclaimer

Biomed Systems Limited acts exclusively as the provider of the software architecture.

**Client Responsibility:** Biomed Systems Limited does not hold, nor do we profess to hold, any laboratory, clinical, or data-handling certifications (including, but not limited to, ISO 17025 or HTA licences). The Application is designed with the technical safeguards necessary to facilitate such compliance; however, the burden of obtaining, maintaining, and auditing relevant certifications rests entirely and exclusively with the Client.

#### 5. Data Governance and Confidentiality

Biomed Systems Limited respects the sanctity of your telemetry.

**Non-Disclosure:** The forensic and behavioural data collected by Biomed Systems Limited regarding your use of the Application shall remain strictly confidential. We undertake not to share, sell, or disclose this data to any third parties, save for instances where we are legally compelled by a competent authority under the laws of England and Wales.

#### 6. Limitation of Liability for On-Premises Hosting

The Application may be deployed either via our secure cloud architecture or hosted directly upon the Client's own premises.

**Exclusion of Liability:** In circumstances where the Application and its associated data are hosted on the Client's own physical servers or proprietary cloud infrastructure (On-Premises), Biomed Systems Limited accepts no absolute liability for data loss, data breaches, hardware failures, or network compromises. The Client assumes complete responsibility for the security, backup, and governance of their infrastructure.

#### 7. Prohibition of Reverse Engineering

The LABA platform is a highly bespoke, proprietary system protected under the Copyright, Designs and Patents Act 1988.

**Strict Prohibitions:** You are expressly prohibited from attempting to reverse engineer, decompile, disassemble, scrape, or otherwise investigate the underlying source code, database architecture, or security mechanisms of the Application. Any attempt to undermine the structural integrity or intellectual property of Biomed Systems Limited will be met with severe legal recourse.

## **8. Governing Law**

These terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from the use of this Application shall be subject to the exclusive jurisdiction of the courts of England and Wales.

By proceeding to log in, you confirm that you have read, understood, and accept these conditions of use.