

MOLESCAN® WEB PLATFORM TERMS OF USE

Last updated: July 2026

1. About these Terms

1.1 These Web Platform Terms of Use ("Terms") govern access to and use of the MoleScan® web platform made available through molescan.org (the "Platform").

1.2 The Platform is owned and operated by Dermme Health Ltd ("MoleScan", "we", "our" or "us"), a company incorporated and registered in England and Wales under company number [16906493](#).

1.3 These Terms apply to every person who accesses or uses the Platform, including Partner Clinics, Reviewing Clinicians, authorised employees, contractors, administrators and other approved users (together, "Users").

1.4 These Terms govern access to and use of the Platform only. They do not replace or amend any Partner Clinic Terms of Business, Reviewing Clinician Agreement, Privacy Notice, Data Processing Agreement or any other contractual arrangement entered into with MoleScan. If there is any inconsistency between these Terms and any separate agreement, the separate agreement will prevail to the extent of that inconsistency unless it expressly states otherwise.

1.5 By accessing or using the Platform, you confirm that you have read, understood and agree to comply with these Terms. If you do not agree to these Terms, you must not access or use the Platform.

2. Definitions and interpretation

2.1 In these Terms:

"Clinical Assessment" means any review, evaluation, triage, classification or other clinical assessment carried out using the Platform.

"Clinical Report" means any output, report, summary, recommendation or other content generated or made available through the Platform in connection with a Clinical Assessment.

"Partner Clinic" means any clinic, practice, healthcare organisation or other entity that has entered into a contractual arrangement with MoleScan for use of the Platform.

"Reviewing Clinician" means a clinician authorised to use the Platform to review cases, Clinical Assessments or Clinical Reports.

"User Content" means any information, data, images, photographs, text, metadata, records or other material uploaded, submitted or transmitted to the Platform by a User.

2.2 References to "including" or "includes" mean including without limitation.

2.3 Headings are for convenience only and do not affect interpretation.

3. Eligibility and authorisation

3.1 Access to the Platform is restricted to individuals expressly authorised by MoleScan or by a Partner Clinic acting within its permitted authority.

3.2 You must not access or attempt to access the Platform unless you have been issued with authorised login credentials or otherwise expressly permitted by MoleScan.

3.3 Each User agrees to be personally bound by these Terms in relation to their individual access to and use of the Platform. A User who accesses the Platform on behalf of a Partner Clinic or other organisation confirms that they are authorised by that organisation to use the Platform, but does not, solely by accepting these Terms, bind that organisation or act as its agent for the purpose of entering into a contract. The relevant organisation shall be contractually bound through the Partner Clinic Terms of Business or another agreement accepted by a person authorised to act on its behalf.

3.4 MoleScan may refuse, suspend, restrict or withdraw Platform access where it reasonably considers this necessary for operational, legal, regulatory, clinical, security or legitimate business reasons, subject to any applicable separate agreement and, where relevant, the need to maintain appropriate access to completed Clinical Reports and records.

User accounts and security

4.1 Each User must have their own individual account. Permit expressly designated system or administrative accounts only where approved and controlled by MoleScan.

4.2 Accounts must not be shared between users.

4.3 You are responsible for activity carried out through your account to the extent that such activity results from:

- (a) your use of the account;
- (b) your disclosure or sharing of login credentials;
- (c) your failure to take reasonable precautions to protect your account or any device used to access the Platform;
- (d) your failure to log out of a shared or accessible device;
- (e) your failure to notify MoleScan promptly after becoming aware of an actual or suspected compromise; or
- (f) any other act or omission by you in breach of these Terms.

You will not be responsible to the extent that the activity results from a security failure attributable to MoleScan or continues after you have notified MoleScan of suspected unauthorised access and MoleScan has had a reasonable opportunity to act.

4.4 Partner Clinics are responsible for ensuring that only authorised personnel are granted access to their organisation's account and that access is removed promptly when no longer required.

4.5 Users must:

- (a) keep usernames, passwords and other authentication details confidential;
- (b) use strong passwords and change them where reasonably required by MoleScan or where compromise is suspected;
- (c) enable multi-factor authentication where available and required;
- (d) immediately notify MoleScan of any suspected unauthorised access or security incident;
- (e) log out of shared or public devices after use; and
- (f) ensure that devices used to access the Platform are appropriately secured.

4.6 Users must not:

- (a) share login credentials;
- (b) allow another person to use their account;
- (c) create, use or permit multiple unauthorised accounts; or
- (d) attempt to bypass, disable or interfere with authentication or access controls.

5. Platform availability

5.1 We use reasonable endeavours to maintain Platform availability but do not guarantee uninterrupted access.

5.2 The Platform may be unavailable or access may be delayed due to scheduled maintenance, software updates, security incidents, network failures, third-party service interruptions, force majeure events or other circumstances outside our reasonable control.

5.3 We may suspend the Platform, or any part of it, where reasonably necessary to protect patient safety, data security, system integrity, legal compliance or the continuity of our services.

5.4 MoleScan implements reasonable and proportionate technical and organisational measures intended to protect the Platform against malicious software, unauthorised access and other security threats. However, no electronic system or method of transmission can be guaranteed to be completely secure or free from defects.

Permitted use

6.1 The Platform may only be used for legitimate clinical, operational, administrative or educational purposes permitted by these Terms and any applicable separate agreement.

6.2 Subject to these Terms, Users may:

- (a) submit patient cases;
- (b) upload clinical photographs and dermoscopic images;
- (c) review Clinical Reports;
- (d) access authorised educational resources; and
- (e) communicate with MoleScan where functionality permits.

6.3 The Platform must only be used in accordance with applicable laws, professional standards, regulatory obligations, confidentiality duties and these Terms.

6.4 You must not use the Platform for any purpose that is unlawful, deceptive, fraudulent, abusive or otherwise inconsistent with these Terms.

7. Prohibited activities

7.1 You must not, without MoleScan's prior written consent or unless expressly permitted by law:

- (a) access another User's account or data;
- (b) upload malicious software or harmful code;
- (c) attempt to penetrate, probe, test or circumvent Platform security;
- (d) reverse engineer, decompile, disassemble or otherwise attempt to derive source code, object code, algorithms or underlying ideas from the Platform;
- (e) scrape, crawl, harvest, extract or mine data from the Platform;
- (f) use automated bots, scripts or other automated means to access the Platform or interfere with its operation;
- (g) copy, reproduce or materially replicate Platform architecture, reporting templates, AI workflows, clinical workflows or system design;
- (h) benchmark or analyse the Platform for the purpose of developing or marketing a competing product or service;
- (i) interfere with, overload, damage or disrupt the Platform or any related system;
- (j) circumvent or attempt to circumvent security, rate limits, access restrictions or audit controls;
- (k) attempt to discover or exploit any vulnerability in the Platform;
- (l) remove or obscure proprietary notices, labels, trademarks or attribution notices; or
- (m) use the Platform in any way that infringes intellectual property rights, privacy rights or confidentiality obligations.

7.2 The Platform must not be used to develop, train or improve any artificial intelligence model, machine learning system or similar technology without MoleScan's prior written consent.

7.3 You must not upload, transmit or introduce content that is unlawful, defamatory, obscene, discriminatory, infringing or otherwise inappropriate for legitimate clinical use.

8. Clinical responsibilities

8.1 The Platform supports healthcare professionals in the clinical assessment of skin lesions and related dermatological review.

8.2 The Platform does not replace independent clinical judgement.

8.3 To the extent applicable to their role and professional responsibilities, Partner Clinics, Reviewing Clinicians and other healthcare professionals remain responsible for:

- (a) ensuring that appropriate patient information and consent are obtained before submission;
- (b) ensuring that images and clinical information are complete, accurate and suitable for review;

- (c) reviewing and acting upon Clinical Reports within an appropriate timeframe;
- (d) communicating the outcome and any required action to the patient;
- (e) arranging appropriate referral, investigation, treatment, monitoring or follow-up; and
- (f) complying with applicable professional, ethical, statutory and regulatory obligations.

8.4 The Platform itself does not independently provide a medical diagnosis or guarantee any clinical outcome. A Clinical Report may contain the Reviewing Clinician's professional clinical opinion, differential diagnosis, risk assessment and management recommendations, subject to the limitations stated within the Clinical Report and the information and images made available for review.

8.5 Clinical Assessments conducted through the Platform are remote and image-dependent. They do not constitute a full in-person examination and may be limited by image quality, the information submitted, the absence of palpation and the inability to undertake a complete skin examination or other investigations.

AI-assisted analysis

9.1 The Platform may incorporate AI-assisted analysis or other algorithmic support tools.

9.2 Any AI functionality:

- (a) supports clinical review only;
- (b) does not diagnose disease;
- (c) does not replace clinician judgement;
- (d) may generate incorrect, incomplete or inconsistent outputs; and
- (e) must be interpreted cautiously and in the full clinical context.

9.3 Responsibility for the use and interpretation of AI-Assisted Analysis rests with the Reviewing Clinician when preparing the Clinical Report. Nothing in this clause alters the separate responsibilities of MoleScan, the Partner Clinic or any other healthcare professional under these Terms, any applicable agreement or applicable law.

9.4 Users must not represent AI-generated outputs as independent medical diagnoses or as a substitute for professional assessment.

9.5 AI-Assisted Analysis may be used by a Reviewing Clinician as a clinical support tool when preparing a Clinical Assessment or Clinical Report. The Reviewing Clinician must nevertheless reach and document their own independent professional opinion and must not copy, adopt or rely upon an AI output without appropriately evaluating it within the full clinical context.

9.6 Unless otherwise configured or expressly authorised by MoleScan, the underlying AI output, confidence score, prioritisation or suggested classification is an internal clinical support function and will not be separately displayed or disclosed to Partner Clinics, patients or other Users. This does not prevent a Reviewing Clinician from incorporating their own clinical findings, reasoning, risk assessment or management recommendations into a Clinical Report.

9.7 Nothing in this clause prevents disclosure where it is required by law, a court, a regulator or an applicable professional obligation.

9.8 Users must not attempt to access, extract, reproduce, disclose or infer any underlying AI output that has not been expressly made available to them through the Platform.

10. Patient information and data protection

10.1 Users must only upload or submit User Content where they are legally entitled to do so.

10.2 Unless a separate written agreement expressly provides otherwise, each Partner Clinic and Dermme Health Ltd acts as an independent controller in respect of the personal data that it processes for its own purposes in connection with the Platform and associated clinical services. Each party is independently responsible for complying with the data-protection obligations applicable to its own processing activities.

10.3 The status of each party shall be determined by its actual role in relation to the relevant processing activity. Where MoleScan processes particular personal data solely on the documented instructions of a Partner Clinic and does not determine any independent purpose for that processing, the parties shall comply with any applicable controller-to-processor terms required by data-protection law.

10.4 Partner Clinics are responsible for:

- (a) establishing an appropriate lawful basis for collecting and submitting patient information;
- (b) providing patients with all required privacy information;
- (c) obtaining any consent required for the relevant clinical activity;
- (d) ensuring that submitted information is accurate, relevant and limited to what is reasonably necessary; and
- (e) complying with their own confidentiality and data-protection obligations.

10.5 MoleScan will process personal data in accordance with applicable data-protection law, its Privacy Notice and any applicable controller-to-controller, joint-controller or controller-to-processor terms.

11. Information security

11.1 Users must implement and maintain appropriate technical and organisational measures to safeguard access to the Platform.

11.2 Without limiting clause 11.1, Users must, having regard to the nature of their role and the risks involved, ensure that they use:

- (a) devices protected by appropriate passwords, passcodes or biometric authentication;
- (b) operating systems, browsers and software that remain supported and are kept reasonably up to date;
- (c) antivirus, endpoint protection or equivalent security software where appropriate;

(d) encryption for locally stored information where required by applicable law, organisational policy or the sensitivity of the information; and

(e) secure internet connections and networks appropriate for accessing confidential patient information.

11.3 Users must immediately notify MoleScan of any actual or suspected:

- (a) cyber incident;
- (b) unauthorised disclosure;
- (c) credential compromise; or
- (d) data breach.

11.4 Users must cooperate promptly and reasonably with MoleScan in investigating and mitigating any security incident affecting the Platform or User Content.

11.5 Users must not download, copy, photograph, screen-record, screen-capture, locally store, transmit or retain patient information, Clinical Assessments or Clinical Reports outside the Platform except where:

- (a) the relevant functionality is expressly provided or permitted by the Platform;
- (b) this is reasonably necessary for legitimate patient care or for inclusion within the relevant patient's clinical record;
- (c) it is authorised by the relevant Partner Clinic or by MoleScan, as applicable; or
- (d) it is required by law, a court, a regulator or an applicable professional obligation.

11.6 Where information is lawfully downloaded, exported or transferred from the Platform, the User and the relevant organisation shall be responsible for ensuring that it is accessed, stored, transmitted, retained and securely deleted in accordance with applicable law, professional confidentiality requirements and their organisational policies.

11.7 Users must not store Platform information on personal devices, unapproved cloud-storage services, personal email accounts, removable media or other unauthorised locations.

12. Confidentiality

12.1 Information accessed through the Platform may include confidential commercial, operational and clinical information.

12.2 Confidential information includes patient information, Clinical Assessments, Clinical Reports, security information, non-public Platform functionality, clinical workflows, pricing, commercial arrangements, technical information and any information identified as confidential or which ought reasonably to be understood as confidential.

12.3 Users must keep all confidential information strictly confidential and must not disclose it except:

- (a) as required by law;
- (b) with MoleScan's prior written consent; or

(c) to the extent necessary for the lawful performance of the user's duties and subject always to applicable confidentiality obligations.

12.4 Confidentiality obligations continue after Platform access ends.

13. Intellectual property

13.1 All intellectual property rights in and relating to the Platform remain the exclusive property of Dermme Health Ltd or its licensors.

13.2 This includes, without limitation:

- (a) software;
- (b) source code;
- (c) algorithms;
- (d) AI-assisted analysis;
- (e) reporting methodologies;
- (f) report templates;
- (g) clinical workflows;
- (h) submission protocols;
- (i) the user interface;
- (j) graphics;
- (k) documentation;
- (l) educational resources;
- (m) databases; and
- (n) branding.

13.3 No rights are transferred to you other than the limited, revocable right to access and use the Platform in accordance with these Terms.

13.4 You must not use MoleScan's names, trademarks, logos or branding except as expressly authorised in writing.

13.5 As between MoleScan and the User, ownership of User Content remains with the person or organisation that owns it under applicable law. Nothing in these Terms transfers ownership of User Content to MoleScan.

13.6 The User grants MoleScan a non-exclusive, royalty-free licence to host, store, reproduce, display, process and otherwise use User Content to the extent reasonably necessary to provide, secure, administer and maintain, secure, support and develop the Platform and associated clinical services, comply with legal and regulatory obligations, and exercise MoleScan's rights under these Terms and any applicable agreement.

14. Audit, monitoring and quality assurance

14.1 MoleScan may record, monitor, review and analyse Platform activity for patient safety, governance, quality assurance, security, fraud prevention, regulatory compliance and system improvement.

14.2 Audit logs may include user logins, report generation, submissions, downloads, account changes and other Platform activity.

14.3 MoleScan may monitor, review and evaluate the use of the Platform and the clinical services provided through it for clinical governance and quality assurance purposes. Such activities may include, without limitation:

- (a) conducting clinical audits and quality assurance reviews;
- (b) undertaking peer review of Clinical Assessments and Clinical Reports;
- (c) reviewing compliance with clinical protocols, reporting standards, clinical pathways and Platform policies;
- (d) investigating actual or suspected patient safety incidents, complaints, adverse events, near misses or regulatory concerns;
- (e) monitoring quality, consistency and timeliness of Clinical Reports and other services provided through the Platform;
- (f) verifying compliance with contractual obligations, professional standards and applicable laws;
- (g) identifying opportunities for service improvement, education, training and clinical governance; and
- (h) maintaining records necessary to demonstrate compliance with legal, regulatory and accreditation requirements.

14.4 Users agree to cooperate fully with any reasonable audit, investigation or quality assurance process undertaken by MoleScan and shall provide such information and assistance as may reasonably be required.

14.5 Nothing in this clause transfers clinical responsibility for any individual patient from the treating clinician or Reviewing Clinician to MoleScan. Each healthcare professional remains solely responsible for exercising independent clinical judgement and complying with their own professional, ethical and regulatory obligations.

14.6 MoleScan may use information that has been effectively anonymised so that no individual is identified or reasonably identifiable, and may use appropriately aggregated information, for clinical governance, service evaluation, statistical analysis, education, quality improvement and research. Where information remains personal data, including where it has only been pseudonymised, MoleScan will process it only where it has an appropriate lawful basis and, where applicable, a condition for processing special category data, and in accordance with its Privacy Notice and applicable law.

14.7 Where MoleScan identifies material concerns relating to patient safety, clinical quality, professional conduct or compliance with these Terms, it may require corrective action, impose additional conditions on Platform access, temporarily suspend a User's access or take such other action as it reasonably considers necessary to protect patients, the integrity of the Platform or MoleScan's legitimate interests.

15. Platform updates and changes

15.1 MoleScan may modify, improve, replace, suspend or discontinue Platform features, functionality or content at any time.

15.2 MoleScan may also update, change or remove any part of the Platform to reflect legal, regulatory, clinical, technical or business developments.

15.3 Users are responsible for ensuring they use the current version of the Platform and comply with any updated instructions or requirements notified by MoleScan.

15.4 Where reasonably practicable, MoleScan will give appropriate notice of a material change that is likely to significantly affect Users' ability to submit, review or retrieve active cases or Clinical Reports, except where an immediate change is required for patient safety, security, legal or regulatory reasons.

16. Suspension of access

16.1 MoleScan may immediately suspend, restrict or disable access to all or any part of the Platform where it reasonably considers this necessary, including where there is:

- (a) actual or suspected unauthorised access;
- (b) an actual or suspected breach of these Terms or any applicable separate agreement;
- (c) a patient-safety concern;
- (d) a regulatory investigation, direction or request;
- (e) an actual or suspected information-security incident;
- (f) non-payment under an applicable agreement;
- (g) actual or suspected unlawful, fraudulent or improper activity;
- (h) a need to protect the Platform, its Users, patients, MoleScan or any third party;
- (i) a material or repeated failure by a Partner Clinic or relevant User to retrieve, review, communicate or act upon Clinical Reports or patient-safety notifications within an appropriate timeframe; or
- (j) repeated submission of materially incomplete, inaccurate, inadequate or clinically unsuitable patient information or images.

16.2 The grounds specified in clauses 16.1(i) and 16.1(j) constitute separate grounds for suspension and may apply independently of one another.

16.3 Where reasonably practicable, MoleScan will provide notice of the suspension and its reasons. MoleScan shall not be required to provide advance notice where immediate action is reasonably necessary to protect patient safety, confidentiality, information security, legal compliance or the integrity of the Platform.

17. Termination

17.1 Platform access automatically ends when:

- (a) a Partner Clinic agreement ends;
- (b) a Reviewing Clinician agreement ends;

- (c) a User ceases to be authorised; or
- (d) MoleScan permanently withdraws access.

17.2 MoleScan may also terminate or permanently suspend a User's access where it reasonably considers this necessary for the reasons set out in these Terms.

17.3 Termination does not affect accrued rights, liabilities or ongoing confidentiality, data protection, intellectual property or other obligations intended to survive termination.

17.4 Following termination or withdrawal of Platform access:

- (a) the relevant Partner Clinic may, subject to identity verification and applicable security requirements, be permitted for a reasonable period to retrieve completed Clinical Reports and other records that it is legally or contractually entitled or required to retain;
- (b) a Reviewing Clinician shall not have an independent right to retrieve or retain patient records following termination except where expressly authorised by MoleScan or required by law or professional obligation;
- (c) access to incomplete or active cases shall be managed in accordance with the applicable agreement and any patient-safety or service-continuity requirements;
- (d) MoleScan may provide records through an alternative secure method rather than restoring full Platform access; and
- (e) any administrative fee for exceptional retrieval or transfer services shall apply only where provided for in the relevant separate agreement or agreed in advance.

17.5 Nothing in clause 17.4 requires MoleScan to retain information beyond the period required under its applicable retention policy, contractual obligations or applicable law.

18. Liability

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

18.2 To the fullest extent permitted by law, MoleScan shall not be liable for:

- (a) indirect or consequential loss;
- (b) loss of profits;
- (c) loss of revenue;
- (d) loss of goodwill;
- (e) loss of anticipated savings;
- (f) business interruption; or
- (g) loss arising from misuse of the Platform or reliance on information where independent clinical judgement ought reasonably to have been exercised.

18.3 Where the relevant User or organisation has entered into a separate agreement with MoleScan, MoleScan's aggregate liability arising out of or in connection with the Platform,

these Terms or the relevant services shall be subject to the exclusions, limitations and financial caps contained in that separate agreement.

18.4 Where no separate agreement applies, MoleScan's aggregate liability arising out of or in connection with these Terms or use of the Platform shall not exceed £10,000.

18.5 The limitations in this clause shall not apply to any liability referred to in clause 18.1 or to any liability that cannot lawfully be excluded or limited.

18.6 Nothing in these Terms shall impose a higher or additional liability cap where the relevant liability is already governed by a separate agreement.

19. Changes to these Terms

19.1 MoleScan may amend these Terms from time to time.

19.2 Updated Terms become effective when published on the Platform or otherwise notified to Users.

19.3 Where a change is material, MoleScan will take reasonable steps to notify affected Users and may require Users to expressly accept the updated Terms before continuing to access the Platform. Continued use after the effective date of any non-material update will constitute acceptance of the updated Terms.

20. General

20.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.2 No delay or failure by MoleScan to enforce any right shall constitute a waiver of that right.

20.3 These Terms constitute the entire agreement between MoleScan and each individual User in relation to that User's personal access to and acceptable use of the Platform. They do not constitute the entire commercial or clinical agreement between MoleScan and any Partner Clinic, Reviewing Clinician or other organisation and do not replace any Partner Clinic Terms of Business, Clinical Services Agreement, data-protection terms or other separate agreement.

20.4 A Partner Clinic or other organisation becomes contractually bound through a separate agreement accepted by a person authorised to act on its behalf and not merely because an employee, contractor or other individual User accepts these Terms.

20.5 If there is any inconsistency between these Terms and a separate agreement applicable to the relevant User or organisation, the separate agreement shall prevail to the extent of that inconsistency unless it expressly states otherwise.

20.6 A person who is not a party to these Terms shall have no right to enforce them under the Contracts (Rights of Third Parties) Act 1999.

20.7 MoleScan may assign, transfer or subcontract its rights and obligations under these Terms to the extent permitted by law. Users may not assign or transfer their rights or obligations without MoleScan's prior written consent.

20.8 Nothing in these Terms creates a partnership, joint venture, employment relationship or agency relationship between MoleScan and any User.

20.9 MoleScan may provide notices relating to these Terms or the Platform by email, through the Platform, by notification displayed when a User logs in, or by any other contact method provided by the User or relevant organisation.

20.10 MoleScan may record the date, time, version and method by which a User accepted these Terms and may retain that record for contractual, security, audit and regulatory purposes.

21. Governing law and jurisdiction

21.1 These Terms and any dispute or claim arising out of or in connection with them shall be governed by the laws of England and Wales.

21.2 The courts of England and Wales shall have exclusive jurisdiction over any dispute relating to these Terms.

22. Contact

If you have any questions regarding these Terms or the Platform, please contact:

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52 Thor Drive
Bedford
MK41 0WP
United Kingdom

Email: support@molescan.org