

Summary

SleepNav is a clinical decision support system for community pharmacy sleep services, provided by Snorer.com Limited (company number 08144806). These terms govern your use of the SleepNav CDSS at cdss.sleepnav.com.

Your pharmacy premises subscribes to SleepNav. The subscription costs £10 per month, plus £8 per patient screening. All pharmacists at your premises are covered by a single subscription. Billing is administered by eeZed Ltd (company number 07907333) on behalf of Snorer.com Ltd.

SleepNav holds no patient data. No patient names, dates of birth, NHS numbers, or any other patient-identifiable information are collected, stored, or transmitted by any part of the system. The clinical record of care belongs in your pharmacy's Patient Medication Record, not in SleepNav.

What this means for your pharmacy: Because SleepNav holds no patient data, deploying it does not require a Data Protection Impact Assessment, a Data Processing Agreement between your pharmacy and Snorer.com Ltd, NHS Information Governance approval, or ICB sign-off. There are no patient data breach notification obligations, no Subject Access Request obligations, and no data retention requirements beyond your existing PMR responsibilities. You can begin using SleepNav the day you subscribe.

SleepNav is decision support, not a diagnostic tool. You retain full clinical autonomy and professional responsibility for every patient interaction.

You can cancel at any time. Cancellation takes effect at the end of your current billing period. For questions or support, contact contact@sleepnav.com.

This summary is provided for convenience. The full terms below are the binding agreement.

Contract Details

Date:	
Customer:	
Customer's address:	
Customer's Contact:	
GPhC Registration No.:	
Project Overview:	Provision of the SleepNav Clinical Decision Support System and associated training for community pharmacy sleep services.

Specification and Deliverables:	<ol style="list-style-type: none"> 1. Provide training to the Customer and any of its staff in relation to the assessment and signposting of patients to enable the identification and further testing of potential sleep disorder patients. 2. Provide access to the SleepNav Zone 1 patient-facing screening application for use at the pharmacy counter. 3. Provide access to the SleepNav Zone 2 Clinical Decision Support System (CDSS) to enable the assessment and signposting of patients with sleep-related complaints. 4. Provide home sleep apnoea testing services to facilitate the screening of obstructive sleep apnoea.
Charges:	<p>Monthly Subscription Fee: £10.00 (inclusive of VAT), billed on the same date each month. Annual Licence Fee: N/A</p> <p>Screening Charge: £8.00 per patient screening (inclusive of VAT), billed in arrears as part of the monthly invoice.</p> <p>14-day free trial from date of registration. No charges accrue during the trial period. After the trial, a £16.00 credit is applied to the first invoice, offsetting the cost of the first two screenings.</p> <p>Billing is administered by eeZed Ltd on behalf of Snorer.com Ltd.</p>
Payment Terms:	<p>The monthly subscription fee and per-screening usage charges are invoiced monthly via Stripe. Payment is collected automatically from the payment method on file. The subscription can be cancelled at any time. Cancellation takes effect at the end of the current billing period. No refunds for partial months. Failed payment after 3 retry attempts will result in service suspension until the payment method is updated.</p>

This contract is made on the date set out above and is subject to the terms and conditions set out in the attached schedule (the "Conditions"). Snorer.com Ltd and the Customer undertake to comply with the provisions of the terms and conditions in the performance of this contract.

Signed by

Signed by

for and on behalf of Snorer.com Ltd

for and on behalf of [CUSTOMER]

Director

Director

Schedule: Terms and Conditions

1. Interpretation

1.1 Definitions:

- a. **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- b. **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 7 (Charges and payment).
- c. **Clinical Services:** signposting, testing and any other clinical operations performed by Customer following provision of Services.
- d. **Customer:** the person or firm who purchases Services from Snorer.com as set out in the Contract Details.
- e. **End User Clients:** any individual who engages the Customer for Clinical Services.
- f. **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- g. **Order:** the Customer's order for Services as set out in the Contract Details.
- h. **Services:** the services, including the Deliverables, supplied by Snorer.com to the Customer as set out in the Specification.
- i. **SleepNav:** the SleepNav Clinical Decision Support System, comprising the Zone 1 patient-facing screening application and the Zone 2 pharmacist-facing CDSS, owned and operated by Snorer.com Ltd.
- j. **Snorer.com:** Snorer.com Ltd, registered in England and Wales, the provider of the SleepNav Clinical Decision Support System.
- k. **Snorer.com Materials:** all materials, equipment, computer software, documents and other property of Snorer.com provided to the Customer for the purpose of operating the Services, including the Standard Operating Procedure Document.
- l. **Standard Operating Procedure Document:** document provided by Snorer.com which sets out the parameters for operating the Service and which contains all necessary information for Customer to operate and which is incorporated into this Contract.
- m. **eeZed:** eeZed Ltd, registered in England and Wales, which administers billing and payment processing on behalf of Snorer.com.

2. Basis of contract

2.1 The Customer shall submit an Order in writing to purchase the Services in accordance with these Conditions and the Order shall only be deemed to be accepted when Snorer.com issues written acceptance of the Order by completing the Contract Details, at which point and on which date the Contract shall come into existence.

2.2 The Customer is responsible for ensuring that the Order and Specification are complete and accurate. Upon signing the Contract Details the Customer will be deemed to have accepted the Specification.

3. Supply of Services

3.1 Snorer.com shall supply the Services to the Customer in accordance with the Specification in all material respects. Snorer.com shall use all reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.2 Snorer.com warrants to the Customer that the Services will be provided using reasonable care and skill.

3.3 The Customer shall ensure that the terms of the Order and any information it provides in the Specification are complete and accurate and co-operate with Snorer.com in all matters relating to the Services.

3.4 The Customer must ensure that it has accurate and valid payment details entered into the Stripe billing system (or any other payment method as agreed with Snorer.com) or Snorer.com may refuse to provide any Services until this is completed.

3.5 The Customer shall provide Snorer.com, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Snorer.com.

3.6 The Customer shall provide Snorer.com with such information and materials as it may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

4. Provision of Clinical Services

4.1 The Customer shall perform the Clinical Services with reasonable skill and care and shall be solely responsible for ensuring its employees or agents do the same. The Customer including any of its employees cannot begin providing Clinical Services without completing the training provided by Snorer.com (or any other training approved by Snorer.com).

4.2 The Customer (including any employee or agent) must follow all instructions and directions contained within the Standard Operating Procedure Document.

4.3 The Customer shall obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and comply with all applicable laws, including health and safety laws.

4.4 The Customer shall not use any information, materials, clinical protocols, training content, or intellectual property provided under this Contract to develop, assist in developing, or contribute to any competing clinical decision support service or product. The Customer shall not disparage the Services, SleepNav, or Snorer.com in any public or professional forum.

4.5 Snorer.com shall be entitled to undertake an audit of the Customer's provision of the Clinical Services during each calendar year following commencement of the Services, such audit to be on a reasonable basis and without intrusion into the Customer's business. The Customer hereby grants Snorer.com full access to its premises and all records related to the Clinical Services or this Contract to undertake this audit (which may be without notice).

5. Supply of Materials

5.1 Snorer.com shall provide the Customer with all necessary Snorer.com Materials as may be necessary to operate the Services including the Standard Operating Procedure Document. The Snorer.com Materials and the Standard Operating Procedure Document remain the property of Snorer.com at all times.

5.2 The Customer shall keep all Snorer.com Materials at the Customer's premises in safe custody at its own risk, maintain the Snorer.com Materials in good condition until returned to Snorer.com, and not dispose of or use the Snorer.com Materials other than in accordance with Snorer.com's written instructions or authorisation. Where Snorer.com Materials are provided to third parties, the Customer shall ensure those parties are made aware that the Snorer.com Materials must be returned in good condition (title to the Snorer.com Materials is retained by Snorer.com at all times).

6. Marketing

6.1 The Customer must only use marketing materials which have either been provided by Snorer.com or which have been approved by Snorer.com following a request by the Customer (which must come prior to the use of any marketing materials).

6.2 The Customer must provide a link to the domain <https://app.sleepnav.com> (or any other domain as shall be notified by Snorer.com) which End User Clients can view and should cooperate with Snorer.com to provide marketing support on social media on a reasonable basis.

7. Charges and payment

7.1 Customers will be liable for the Charges as set out in the Contract Details and as set out in this Clause 7. Charges will be due immediately upon demand and payment is of the essence of the Contract.

7.2 Snorer.com reserves the right to increase the Charges on an annual basis with effect from each anniversary of this contract coming into force and shall provide notice of any increase in advance of them coming into force.

7.3 The monthly subscription fee is £10.00 (inclusive of VAT), billed on the same date each month from the end of the free trial period.

7.4 A Screening Charge of £8.00 per patient screening (inclusive of VAT) will be incurred on each occasion that the SleepNav CDSS is used to process a patient screening code. Screening Charges are aggregated and billed in arrears as part of the monthly invoice.

7.5 A 14-day free trial period shall apply from the date of the Customer's registration. No subscription fees or Screening Charges shall be incurred during the free trial period. After the trial, a credit of £16.00 is applied to the Customer's first invoice, offsetting the cost of the first two screenings.

7.6 The subscription is per pharmacy site, identified by the site's regulatory registration (e.g. GPhC premises number in England, or equivalent registration in the applicable jurisdiction). All pharmacist user accounts associated with that site are covered by the single subscription. Per-screening charges (£8.00 per screening) apply regardless of which pharmacist at the site performs the screening.

7.7 Each pharmacy site requires a separate subscription. Multi-site operators must subscribe each site independently. Group billing arrangements may be available by separate agreement with Snorer.com.

7.8 Snorer.com shall charge for individual equipment where necessary and shall provide the Customer with an invoice payable on demand for any equipment.

7.9 Snorer.com will issue the Customer a monthly invoice, via eeZed Ltd as billing administrator, summarising the subscription fee and all Screening Charges incurred during that month, less any applicable credits. Interest shall be added at Snorer.com's discretion on any unpaid amount more than 14 days overdue at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.11 Billing is administered by eeZed Ltd on behalf of Snorer.com Ltd. Bank statements and invoices may show "eeZed Ltd" or "SLEEPNAV CDSS" as the billing entity.

8. Intellectual property rights

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Snorer.com.

8.2 Snorer.com grants to the Customer a non-exclusive licence to use the Intellectual Property Rights (including within any Snorer.com Materials and the Standard Operating Procedure Document) for the term of the Contract. The Licence is non-transferable and the Customer must not sub-license, assign or otherwise transfer the rights granted in this clause 8.2.

8.3 The Customer grants Snorer.com a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Snorer.com for the term of the Contract for the purpose of providing the Services to the Customer.

8.4 The Licensee must not disclose the content of any computer software or any passwords to access that computer software or online services to any third party except where approved by Snorer.com (in its sole and unfettered discretion). Any computer software provided by Snorer.com can only be used at the Customer's premises and cannot be removed and used at any personal locations.

8.5 The Customer agrees that damages may not be an adequate remedy for breach of any provision in this Clause 8.

8.6 Snorer.com Ltd may transfer or assign these terms and the service, in whole or in part, to a successor entity (for example, in the event of a company acquisition or restructuring) without prior notice. You may not assign or transfer your subscription without written consent from Snorer.com Ltd.

9. Term and Termination

9.1 The Contract shall continue unless terminated earlier in accordance with these terms, until either Party gives to the other not less than 3 months' written notice to terminate, expiring on or after the first anniversary of the date this Contract came into force.

9.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- b. the Customer in the reasonable opinion of Snorer.com has failed an audit and is not providing Clinical Services in a reasonable manner; including but not limited to failure to undertake the professional development course or to maintain knowledge of the processes and failure to follow the procedure set out in the Standard Operating Procedure Document;
- c. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant

jurisdiction;

d. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9.3 Any failure by the Customer to pay any amount due under the Contract on the due date for payment shall constitute a material breach.

9.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10. Consequences of termination

10.1 On termination of the Contract the Customer shall return or destroy all of the Snorer.com Materials, any material relating to the Intellectual Property Rights and Deliverables and the Customer is responsible for their safe keeping and will not use them for any purpose not connected with the Contract until they are returned to Snorer.com or destroyed.

10.2 The Customer shall immediately pay to Snorer.com (via eeZed Ltd) any outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Snorer.com shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.3 Following termination, the Customer shall not use, copy, adapt, or distribute any of Snorer.com's proprietary materials, clinical protocols, training content, standard operating procedures, or intellectual property to deliver clinical services or for any other purpose. The obligations of confidentiality and intellectual property protection in clauses 5, 8, and 12.4 shall survive termination of this Contract.

10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. Limitation of Liability

11.1 Snorer.com shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, including: special damages; loss of profits; loss of anticipated savings; loss of business opportunity; loss of goodwill; or loss or corruption of data.

11.2 The total liability of Snorer.com, whether in contract, tort (including negligence) or otherwise and whether in connection with the Contract, shall in no circumstances exceed a sum equal to Charges payable in the 12 month period preceding the date of the claim.

11.3 Snorer.com does not exclude liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or any other liability which may not be excluded by law.

11.4 SleepNav provides evidence-based clinical decision support aligned with current NICE Clinical Knowledge Summaries and peer-reviewed clinical evidence. It does not diagnose, prescribe, or make clinical decisions. The pharmacist using the system retains full clinical autonomy and professional responsibility for all patient interactions, referrals, and clinical outcomes.

12. General

12.1 Any phrase in these Conditions introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

12.2 Any reference to writing or written in these Conditions includes emails.

12.3 Snorer.com shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from an event, circumstances or causes beyond its reasonable control.

12.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12.5 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.7 No variation of the Contract shall be effective unless it is in writing and signed by the parties.

12.8 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy.

12.9 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

12.10 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or email.

12.11 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in condition 12.10; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

12.12 No one other than a party to the Contract shall have any right to enforce any of its terms.

12.13 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

13. Data Controller Status

13.1 Snorer.com Limited (company number 08144806, ICO registration Z3279480) is the data controller for all pharmacist account data, billing records, and system usage analytics processed through the SleepNav CDSS. This includes your name, email address, GPhC registration number, login activity, consultation history, and Knowledge Navigator query logs. This data is processed for the purposes of providing and improving the service, billing, and clinical audit. No Data Processing Agreement between Snorer.com Ltd and your pharmacy is required for this data, as Snorer.com Ltd processes it as controller in its own right, not as a processor acting on your pharmacy's instructions.

13.2 SleepNav does not collect, store, or process any patient-identifiable data. No patient names, dates of birth, addresses, NHS numbers, or other personal identifiers enter the system at any point. The screening codes processed by the CDSS encode clinical variables only. Snorer.com Ltd is not a data processor for patient data because no patient data exists within the system.

13.3 Snorer.com Ltd operates a documented data protection complaints procedure as required by section 164A of the Data Protection Act 2018 (as inserted by the Data (Use and Access) Act 2025). Pharmacist users have the right to complain to Snorer.com Ltd about any aspect of how their personal data is processed. Full details of the procedure, including how to lodge a complaint and how it will be handled, are published at cdss.sleepnav.com/complaints and within the Privacy Notice at cdss.sleepnav.com/privacy. Complaints will be acknowledged within 30 days and responded to without undue delay. The right to complain to Snorer.com Ltd does not affect your separate right to lodge a complaint with the Information Commissioner's Office.

14. Nature of Consultation Records

14.1 Consultation records stored in the SleepNav CDSS are operational decision support records. They record that a screening code was decoded, the clinical variables it contained, the recommendation generated, and the consultation outcome selected by the pharmacist. These records are not the canonical clinical record of care. The clinical record – including the patient's identity, the clinical decisions made, and any referrals or treatments initiated – must be recorded in your pharmacy's Patient Medication Record (PMR) system in accordance with your professional obligations and GPhC standards.

14.2 Consultation records in SleepNav are retained for billing verification, service quality audit, and anonymised research purposes. They do not contain patient-identifiable information and cannot be linked to any individual patient by Snorer.com Ltd.

15. Data on Cancellation

15.1 When your subscription is cancelled, access to the SleepNav CDSS ceases at the end of your current billing period. After cancellation:

- a. Consultation records are retained by Snorer.com Ltd for a period of 24 months after the cancellation date, for billing dispute resolution, audit, and anonymised research purposes. After this period, consultation records are permanently deleted.
- b. Pharmacist account data (name, email, GPhC number) is retained for 12 months after cancellation to support reactivation requests, then permanently deleted.
- c. Knowledge Navigator query logs are deleted within 30 days of cancellation.
- d. Billing records are retained in accordance with HMRC requirements (currently 6 years) regardless of subscription status. These are held by eeZed Ltd (company number 07907333) as billing administrator.

15.2 You may request a summary export of your consultation records prior to cancellation by contacting contact@sleepnav.com.

16. Pharmacist Account Obligations

16.1 You are responsible for maintaining the security of your account credentials, including your password, MFA device, and session PIN. You must notify Snorer.com Ltd immediately at contact@sleepnav.com if you become aware of any unauthorised access.

16.2 The SleepNav CDSS is intended for use by GPhC-registered pharmacists (or equivalent regulatory body) providing pharmacy sleep services. You must hold a current registration and have completed the required BSPSS-accredited training before using the system with patients. You must not share your account credentials with any other person.

16.3 You may not use the SleepNav CDSS to: access or attempt to access another pharmacy's data; interfere with the service's operation or security; use automated tools or scripts to interact with the service; or use the service for any purpose other than providing pharmacy sleep services.

17. Inability to Disclose Patient Data

17.1 SleepNav does not hold patient-identifiable data. In the event of a lawful request for patient information (court order, Subject Access Request, or law enforcement enquiry), Snorer.com Ltd is unable to provide patient-identifiable information because none exists within the system. Any such requests should be directed to the pharmacy where the consultation took place, which holds the clinical record in its PMR system.

17.2 Health record systems that hold patient-identifiable data typically implement emergency access mechanisms ('Break the Glass') allowing clinicians to override patient sharing preferences in urgent situations. SleepNav does not require or implement any such mechanism because there are no patient records to access, no patient sharing preferences to override, and no patient identity within the system.

17.3 The absence of patient data within SleepNav is a clinical access enabler. Patients in safety-critical occupations (professional drivers, aviation personnel, rail workers) and others who may avoid seeking help for sleep problems – whether through concern about occupational licensing, embarrassment, or simply not wanting their concerns on record – can use SleepNav without their interaction being recorded in any discoverable health information system. The pharmacy's PMR record is subject to normal clinical confidentiality, but the SleepNav system itself creates no additional data exposure.

18. Service Modification and Continuity

18.1 Snorer.com Ltd may modify, update, or discontinue features of the SleepNav CDSS at any time. Where a change materially affects the service (for example, removal of a clinical pathway or a change to the billing model), Snorer.com Ltd will provide at least 30 days' written notice to the email address associated with your pharmacy's account.

18.2 Snorer.com Ltd may update clinical recommendations, Knowledge Navigator content, and screening logic to reflect changes in NICE guidance, emerging evidence, or corrections. Such updates are part of normal service operation and do not constitute a change to these terms.

18.3 Snorer.com Ltd may update these terms from time to time. Updated terms will be posted at cdss.sleepnav.com and notified to subscribers by email. Continued use of the service after notification constitutes acceptance. If you do not agree to the updated terms, you may cancel your subscription.

Terms of Service – Version 2.1 – Last updated: 7 April 2026

Next scheduled review: 7 April 2027

Approved by: Adrian Zacher, Director, Snorer.com Ltd