MEDICINE AND MORE LIMITED

TERMS AND CONDITIONS

1. Introduction & Terminology

- a. Use of our services and Website are subject always to these terms and conditions ("**Terms**").
- b. In these Terms, the following words and definitions shall have the following meanings, unless the context otherwise requires:

"Content" has the meaning given in clause 8 of these Terms.

"Medicine and More", "our", "us" and "we" shall mean Medicine and More, a company registered in England and Wales, with its registered office situated at Laurel House, Coronation Road, Ascot, England, SL5, with company number 14190857.

"**Patient**" any individual that pays for a package and utilises our service.

"**user**", "**you**" and "**your**" shall mean any patient who utilises our services or Website.

"Website" shall mean <u>www.medicineandmore.co.uk</u> and all associated third party providers.

2. Terms

- a. You must be registered with an NHS GP for your routine and acute medical care. You consent to us contacting your GP regarding any aspects of your case.
- b. If we deem you to be a threat to yourself or others, including high risk groups such as children or the elderly then we have a duty to contact your GP, or the relevant authorities, even if you do not give your consent.
- c. All patients should continue with their current treatment prescribed by their primary care provider or NHS team and inform their primary care provider or NHS team of any treatment received in respect of our services.

- d. We are unable to prescribe any medications or provide prescriptions for existing conditions being treated by the NHS or private provider.
- e. Prior to your initial appointment you should provide an up to date patient summary, a list of current medications and any allergies, which can be requested from your GP practice.
- f. By signing up to our services, you confirm that you will accurately complete all registration forms.
- g. Our services may not be suitable for everyone therefore to make sure our services are safe for you please provide us with accurate information when required to do so.
- h. We may refuse to provide services to you if we have reviewed your information and as a result determined that you may not be suitable to receive any of our services.
- By signing up to a package, you confirm that you are over the age of 18.
- j. You agree that you will not purchase a package or complete any of our questionnaires or registration forms on behalf of anyone other than yourself.
- k. You agree to update any of your details in addition to your medical details promptly if they change by emailing: <u>info@medicineandmore.co.uk</u>
- I. We will not be responsible for and shall exclude all liability for any loss and/or damage arising out of your use of our services as a result of inaccurate information provided by you.

3. Our Advice and Services

a. Upon purchasing one of our packages, we will provide you with information and recommendations to form better life habits. However, the information we provide and the recommendations we make is lifestyle advice and does not qualify as medical advice. You may make use of the advice, services and recommendations we offer and we will do everything possible to make sure it is the best and most up-to-date advice available. However, we are not responsible for any errors or omissions contained in any published materials which are

not generated by us and, therefore, cannot warrant (whether express or implied) to the completeness or accuracy of any such published materials.

- b. We are not a medical organisation, and our services are not intended to diagnose, prescribe or treat any medical condition. No information and/or recommendations provided as part of our service qualifies as medical advice or medical products. In the event that any information and/or recommendations given by us conflicts with any advice given by a healthcare professional, the latter should take precedence.
- c. If you are unclear about your lifestyle programme or uncertain about making use of any information or recommendations suggested by us, please seek clarification with us and if you are still not satisfied then please consult your GP.
- d. Recording consultations using any form of electronic media or otherwise is not permitted without our written permission.
- e. You agree that implementing any or all parts of our lifestyle programme is entirely at your own risk. You expressly assume the risks of participation or engagement in any lifestyle changes or choices made in connection with your lifestyle programme, and you take full responsibility for your life and well-being and all decisions made before, during and after participating in the lifestyle programme.
- f. In the event that you become ill whilst participating in one of our lifestyle programmes, you will inform us as soon as reasonably practicable and we will assess whether you should continue to participate in all or some of our activities.
- g. If you are working with any other health care providers or start to work with any other health care providers during your care, you will notify us.
- h. You consent to your case being discussed within our collaborative care team to support your lifestyle programme.

i. You understand that while we are following evidence-based medicine and NHS guidelines as far as reasonably possible, we may from time to time step outside this guidance and you consent to this approach.

4. Payments

- a. We accept online payment via the service provider Stripe.
- b. Payment must be received 48 hours before your appointment(s) and your package will not commence until payments made have been cleared in full.

5. Links to other websites

- a. We may link to other websites, but we do not have control over or have responsibility for those websites.
- b. The Website and Content may contain links to other sites, and, unless expressly stated otherwise, these sites are not under our control or that of our affiliates.
- c. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- d. The inclusion of a link to another site on the Website, does not imply any endorsement of the sites themselves or of those in control of them.

6. Privacy Policy

a. Please review our Privacy Policy at: <u>https://medicineandmore.co.uk/privacy-policy/</u>

7. Intellectual property

a. The layout, design, content and graphics on the Website (referred to as "**Content**" herein) are protected by United Kingdom and other international copyright laws. Unless expressly permitted in writing and other than printing Content, saving Content to personal files, and/or viewing Content on your screen (strictly for your personal noncommercial use), no part of the Content may be reproduced or stored in any medium, including, but not limited to, a retrieval system, or transmitted, in any form or by any means (whether electronic, mechanical, photocopying, recording, and/or broadcasting), nor shown in public. You may not create any derivative work or make any other adaptation, without our prior written consent. You must not modify the copies you have displayed or printed in any way, and you may not use any illustrations, photographs, videos or audio sequences or any graphics separately from any accompanying text.

b. By purchasing our packages, you acknowledge and agree that those packages shall only be available to patients who have paid for the same. Unless otherwise specified, we grant you a limited, nonexclusive, non-transferable, revocable right to make personal noncommercial use of the Content and any packages in respect of which you have paid all applicable rental fees and charges, provided that you comply fully with the provisions of these Terms.

8. No warranty

- a. We accept no liability for any disruption or non-availability of the Website.
- b. We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website, and/or any of our packages or services available. These Terms shall continue to apply to any modified version of the Website, unless it is expressly stated otherwise.

9. Limitation of liability

- a. To the fullest extent permitted by applicable laws, Medicine and More, our affiliates, officers, directors, employees, licensors, or contractors exclude liability for any direct, indirect, incidental, special, or consequential damages (including, but not limited to, any loss of data, service interruption, computer failure or pecuniary loss, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable) arising out of the use of or inability to use of our services or inability to use our Website.
- b. Commentary and other materials posted by users are not endorsed by us and we exclude to the fullest extent permitted by applicable

laws any loss or damage caused to any user or third party relying on that commentary or materials. We, therefore, to the fullest extent permitted by applicable laws, disclaim all liability and responsibility arising from any reliance placed on such materials by any user, or by anyone who may be informed of any of its contents.

- c. Save and except clause (d) below, our aggregate liability shall not exceed the maximum fee paid by you of any package or service purchased within the year of the liability arising.
- d. Nothing in these Terms shall limit or exclude the liability of any Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or in other circumstances where liability may not be limited under any applicable laws.

10. Termination

- a. We may suspend or cancel your package subscription with immediate effect if you breach these Terms.
- b. Payment and forms must be received 48 hours before your appointment. If payment or signed consent forms are not received, your appointment will be cancelled, unless prior notification has been received.
- c. We require 48 hours' notice of cancellation, or the full cost of the appointment will be charged.
- d. If your appointment is part of a package and you do not advise us of cancellation 48 hours in advance, no refund will be provided, and you will not be able to reschedule that appointment. If you do give us the required notice of cancellation, we will help you reschedule your appointment but note that all appointments within a package must be completed within the time frame for that programme.
- e. Appointments are currently conducted over the phone or via video link. This will be revised as needed.

11. How to contact us

 a. If you have any questions or concerns about these Terms or otherwise, please contact us directly by email at: info@medicineandmore.co.uk