

## One5 Health T&Cs

This is our CURRENT policy and was Last Revised on the 26/11/19. For further information on our policies please Contact Us.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY AS THEY GOVERN YOUR ACCESS, ATTEMPT TO ACCESS AND USE OF ONE5 HEALTH.

By using One5 Health, including this Website/Service (<https://www.one5.health>) (together, the "Website/Service"), you accept these terms and conditions in full, along with all other rules, policies and procedures that may be published by One5 Health on the Website/Service or otherwise communicated to you from time to time by One5 Health (together, the "Terms & Conditions").

IF YOU DO NOT UNDERSTAND, ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS YOU ARE NOT AUTHORISED TO ACCESS OR USE ONE5 HEALTH AND YOU SHOULD EXIT THE WEBSITE/SERVICE AND CANCEL ANY APPOINTMENT BOOKING IMMEDIATELY.

One5 Health reserves the right to suspend or terminate your access to the Website/Service at any time, without notice and without liability, if it reasonably determines you have breached these Terms and Conditions.

One5 Health is NOT to be used in an EMERGENCY situation

IF YOU BELIEVE THAT YOU OR THE PERSON YOU ARE ASSISTING IS IN AN URGENT OR EMERGENCY SITUATION YOU SHOULD IMMEDIATELY DIAL 999 OR SEEK ALTERNATIVE EMERGENCY MEDICAL SERVICES.

YOU SHOULD CALL 999 in a critical or life-threatening situation, such as if someone has:

- difficulty breathing
- severe bleeding and it can't be stopped
- severe chest pain
- loss of consciousness
- acute confused states and fits which aren't stopping
- or if you believe someone is having a heart attack or stroke.

## 1. ONE5 HEALTH OVERVIEW

The Website/Service is owned and operated by One5 Health Ltd (“One5 Health”, “One5 Health”, “our”, “us”, “we”), a company registered in England (company number 11950184).

One5 Health is regulated by the Care Quality Commission (“CQC”) and is registered: 1-77622667554. The CQC is the independent regulator of all health and social care in England. The CQC monitors, inspects and regulates all hospitals, care homes, home-care agencies, GP practices and dental practices.

One5 Health enables individuals in London, United Kingdom (“Customer”, “Customers”, “you”, “your”, “yourself”) to see a consult a private GP in clinic or connect via streaming video, (all of whom are registered with the UK General Medical Council: [www.gmc-uk.org](http://www.gmc-uk.org) the “GMC”) (the “Practitioners”) via the Website/Service in order to gain qualified and professional medical advice and be provided with related administrative services including referrals and sick notes. If agreed with a Practitioner, and where supported by One5 Health, in consultation on the Website/Service, Customers may also purchase private prescriptions for certain medication(s) (collectively the “Services” or a “Service”).

One5 Health may vary charges for any Services at any time, and changes will be notified to you in accordance with these Terms and Conditions.

You expressly understand, accept and agree that when using the Website/Service the Practitioners are independent medical professionals that are individually responsible for the medical advice they offer to you via the Website/Service.

By using the Website/Service you understand and accept that the Services are not the same those provided by the NHS or your NHS GP surgery (if you are registered with an NHS Surgery). One5 Health is a connective Website/Service that enables Customers to consult with Practitioners on a private and self-pay basis from. One5 Health will automatically share your medical information with your NHS GP unless you opt out of this part of the Service; we automatically opt you in to comply with the requirements of the GMC. You will be presented with your options regarding medical record sharing before you start your first consultation on the Website/Service and the choice to share your medical records is entirely yours.

One5 Health does not offer a prescription provision or fulfilment service. Prescriptions will only be issued by Practitioners under circumstances that are appropriate, legal, responsible and as the result of discussion and mutual agreement between you and the Practitioner.

One5 Health will make all reasonable endeavours to connect you to Practitioners either in clinic or via video, subject to minimum specification requirements which are determined by One5 Health from time to time:

#### Operating Systems and Browsers

- Windows 7, 8, 10: Google Chrome (latest release version), Firefox (latest release version)
- Mac® OS X 10.8.5 and newer: Google Chrome (latest release version)
- Android™ 5 and newer
- Windows 10: Microsoft Edge (latest release version)
- Mac OS X 10.6 and newer: Safari (latest release version), Firefox (latest release version)
- iOS: iPhone, iPad, iPod Touch with a front facing camera and iOS 10 and newer

#### INTERNET CONNECTION SPEEDS

To use One5 Health video consultations you are required to have an active Internet connection with 1mbps of available bandwidth, for the best quality connection we recommend a minimum of 3mbps available bandwidth.

Although you acknowledge that One5 Health does not guarantee a connection can be made or maintained at any time. One5 Health may deny or refuse you access to the Website/Service; suspend, change or update the Website/Service; prevent certain Practitioners from using the Website/Service; and/or otherwise alter the Website/Service it offers to Customers from time to time, at its sole discretion, without notice, but at all times subject to One5 Health's legal obligations, which it takes very seriously, such as regarding the secure maintenance of medical records.

Consultation times are subject to change and are only made available to Customers at the sole discretion of One5 Health. If you require medical advice and One5 Health is inaccessible or there are no appointments available to suit you; you miss an appointment you have made or start a connection that fails; or attend an appointment that has been cancelled or when a Practitioner is not available, you understand and agree that it is your sole responsibility to seek appropriate alternative medical advice from alternative service providers, which may include the NHS or your GP practice if you are registered with one.

Furthermore, One5 Health and the Practitioners are not responsible for any legal prescriptions provided to you that legal UK Pharmacies refuse to dispense. You accept that it remains an individual Pharmacist's right to refuse to fulfil any prescription and/or dispense medications when presented with a legal prescription. None of this affects your legal rights.

#### 2. INFORMATION YOU PROVIDE

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Registered address: 98A Southgate Road, London, N1 3JD

You accept and agree that any medical advice offered and/or diagnosis provided by a Practitioner is based on your recall and description of the symptoms affecting you and/or by reliance on personal health data that you authorise us to obtain/that you provide to us by way of uploading such information to the Website. A very significant part of the medical advice/diagnosis you may receive is therefore based on the information that you supply. It is entirely your responsibility to honestly present information when questioned in as much detail as possible. The information's accuracy is paramount.

You warrant without exception that any information you provide is honest, legitimate and an accurate representation of your situation as you see it. With regard to information you provide from other service providers or otherwise upload to the Website, you warrant and confirm that such additional information is accurate, legally provided and has not been tampered with.

You understand and accept that you may choose to give access only to certain portions of your medical information, but that by doing so this may interfere with the care you receive from Practitioners and/or your care generally.

You understand and agree that you may NOT under any circumstances amend, alter or tamper with the contents of any documents created on the Website/Service and/or issued to you via the Website/Service.

At any time you may be notified that information is available for your review that is considered private and possibly time-sensitive, so you should consider ease of access when determining which email address you use for your Account.

You are obliged to advise us of the following as soon as reasonably possible:

- Changes to your legal name
- Changes in email address
- Change of postal address, including postal code
- Change of mobile telephone number (you are not permitted to use landline numbers in place of a mobile telephone number)
- Change of debit or credit card details, including billing address, for any card registered to your Account

### 3. GPs YOU MAY KNOW

It is not our intention to connect Customers with Practitioners who are also working at the NHS GP practice where the Customer may currently be registered. We will use some of the information that you have provided to create connection filters and blockers but in the unlikely event that you are connected with a Practitioner you know or recognise to be a GP working at an NHS practice at which you are registered, you accept and agree immediately to inform the Practitioner you know them and to ask them to "disrupt" your connection (see clause 30). The Practitioner is able to disrupt your connection to them and you will be given credits enabling you to use the funds you have

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committed to reconnect to another Practitioner as soon as possible by way of rejoining the queue in an on-demand session or booking an advance appointment.

#### 4. SERVICES

##### CONSULTATIONS

We charge for consultations as Appointments depending on the type and duration of appointment that you chose to book. You understand and accept that you may only ever purchase a complete Appointment and not individual minutes and that using one (1) second of time in a Session is the same as using all of it, so you will be charged accordingly. You agree and accept that you will not be entitled to any rebate, refund or compensation as a result of your not using the full length of time available in an Appointment, nor shall you be due any rebate, refund or compensation of any kind if you fail to prevent the start of a new appointment block (as explained below) by exiting the clinic.

If you EXIT a consultation early you accept this may prevent you from receiving some of the Services and you agree and understand that this is your choice therefore we are in no way liable if you choose to end the consultation prematurely.

Subject to availability, you can choose to book a number of Appointments in advance. After you have requested an Appointment you will be sent written confirmation of the Appointment in the form of an email; if you do not receive such confirmation within 24 hours please check you junk mailbox, and if you still have not received confirmation email please Contact Us at [care@one5.health](mailto:care@one5.health) to check we have received your booking request.

One5 Health will advise you by email as soon as possible if it has to amend, change or cancel any appointment block that you have booked.

##### PRESCRIPTIONS:

You understand and accept there is no guarantee whatsoever that you will be issued or provided with a prescription for any medication and acknowledge that the issuing of any prescription is at the sole discretion of the consulting Practitioner, subject to the limitations applied by One5 Health's medical team from time to time.

You may be charged the current costs for a prescription, which may contain no more than the maximum (7) number of medical items. If you agree with your Practitioner you need more than the maximum number of medical items and the Practitioner is willing to write you multiple prescriptions you will be required to purchase multiple prescriptions up to the number you require. You will be notified of any service that requires an additional charge.

The prescriptions available via One5 Health are private prescriptions only (not NHS prescriptions). You accept that private prescriptions are fulfilled at a charge, unique to the fulfilling pharmacy, which is not under the control of One5 Health or the Practitioners. It is your choice as to whether you have any

prescription fulfilled and at what cost. Any reference to a 'prescription' shall be deemed to apply to repeat prescriptions where applicable.

Any prescription that you receive via the One5 Health Service is only valid for use at legal UK pharmacies. You understand and agree that any prescriptions you acquire via the clinic or Website/Service are solely for your personal use. Furthermore, you agree carefully to read all information provided to you and to follow the instructions provided by the Practitioner(s), on the prescription(s) itself (the label applied by the pharmacy) or otherwise, prior to taking any of the prescribed medicines. You also hereby agree to contact a Practitioner, another doctor or a pharmacist if you have any questions or do not fully understand the reasons you have been prescribed any medication or the instructions related to the medication.

Please be aware that One5 Health's medical team has restricted some of the medicines that Practitioners may prescribe on the Website/Service. There are certain medicines that will not be issued by Practitioners in any circumstances, which include:

- Controlled medication, such as strong painkillers, anxiolytics, sedatives, benzodiazepines and hypnotics
- Medication that requires specialist prescribing and monitoring
- Medication that needs to be administered by injection (with the exception of life-saving or life-preserving purposes)

You accept and agree that One5 Health may charge administration fees for every prescription issued via the Website/Service, as explained in Costs. You understand and agree that you must pay this fee prior to a prescription being created by a Practitioner and that once delivered to you this fee is non-refundable.

LETTERS (including but not limited to Referral Letters):

You may be charged the fee for a Letter (including but not limited to referral letters), which may be no longer than six (6) A4 letter single-sided pages in length and subject to the spacing and layout requirements of One5 Health at its sole discretion. You will be notified of any service that requires an additional charge. If you agree with your Practitioner you need a longer letter and the Practitioner is willing to write this longer letter, you will be required to pay charges in respect of the equivalent number of standard letters.

By accepting this charge you confirm that you have read the above and accept that we can not be held responsible either financially or medically if your referral is declined. You also confirm that you have given a full and accurate history to your doctor and have not withheld any information that you feel may be relevant to your referral or may affect the chance your referral may be accepted.

SICK NOTES

You may be charged the current Price for a sick note, which may be no longer than six (6) A4 Letter single-sided pages in length and subject to the spacing

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and layout requirements of One5 Health at its sole discretion. You will be notified of any service that requires an additional charge. If you agree with your Practitioner you need a longer sick note and the Practitioner is willing to write this longer sick note, you will be required to pay charges in respect of the equivalent number of standard sick notes.

#### PURCHASE OF PRESCRIPTIONS, LETTERS AND SICK NOTES:

You may only purchase a prescription, letter or sick note during a consultation with a Practitioner. You will be asked to accept or decline the purchase, which will include an on-screen cost for the prescription, letter or sick note.

If your card is declined you will not be able to purchase the prescription, letter or sick note; if you wish to make the purchase using another payment method, you accept that you will be required to provide new payment details in your Account following the consultation in question and then arrange a new consultation to discuss your situation with a Practitioner. You accept that there is NO guarantee or warranty that your next Practitioner will agree to provide the prescription, letter or sick note your previous Practitioner had proposed.

#### CONTENTS OF PRESCRIPTIONS, LETTERS AND SICK NOTES:

You accept without question that each Practitioner, at its sole discretion, creates prescriptions, letters and sick notes based on their own professional judgement and legal obligations and that the content of such items is individual, based on information you provide to the Practitioner. You must not tamper with the content of any such items. You acknowledge that there is no guarantee or warranty by One5 Health that such items will contain the content you desire(d), hope(d) for, expect(ed), were informed of, understood or believed they would contain.

#### DELIVERY OF PRESCRIPTIONS, LETTERS AND SICK NOTES:

If you lose a prescription, letter or sick note a copy may be issued, subject to the prescribing Practitioner agreeing to re-issue the document. There is no guarantee that a Practitioner will agree to re-issue any document. In the event that the Practitioner re-issues your lost prescription, letter or sick note you will be charged in accordance with the current Cost for a "Copy". In order to request a prescription, letter or sick note previously issued via the Website/Service to be re-issued please go to My Account or contact us at [care@one5.health](mailto:care@one5.health)

You may choose to receive your prescription, letter or sick note using the delivery services described below, which are charged at the relevant Costs at the time of selection and purchase. Once your prescription, letter or sick note has been created, it will be deemed to have been received by you within the time-frames explained below.

If you purchase a prescription, letter or sick note, we will deliver it to the address (email or postal address) that you have provided in your Account. You accept that it is entirely your responsibility to ensure that the contact details you provide are accurate and up-to-date.

## DELIVERY BY EMAIL

The cost of delivering your prescription, letter or sick note, once only, by email is included in the relevant administration fee, as shown in our Costs.

You understand and agree that documents sent by email are deemed to have been sent to you once the Website/Service marks the email containing the document as "correct" and "sent", including time and date stamping that prescription for One5 Health's records. Such records shall be accepted by you, without question, as proof that we have sent the document and fulfilled our obligation to provide the same.

You accept that One5 Health is not responsible for the spam, junk or mail receipt prevention tactics of your email service provider/host, which may for whatever reason outside of One5 Health's control filter emails from us away from your inbox. In such instances you understand and accept that you must take such access issues up with your email provider and not One5 Health.

One5 Health enables access to documents delivered via email using a 2 step verification process, for data security reasons.

If you do not Contact Us and inform us of an issues receiving documents, we will deem documents by email to have been received by you within twenty-four (24) hours of us marking them as sent.

You must ensure that you forward, without attempted or actual alternation, the email prescription or paper prescription you receive with the prescription attached to the pharmacy that you wish to have the medication fulfilled at. In this case you are acting as the intermediary between us and the Pharmacy for an electronic private prescription. Once we have issued your prescription to you please follow the instructions in the accompanying email.

## DELIVERY BY FIRST CLASS POST

The cost of delivering your document to a UK mainland address, once only, by Royal Mail first class post is included in the relevant administration fee you pay, as shown in our Costs from time to time.

Your document will be posted, subject to its time of creation:

- Created after 7am and before 2pm = same day (not on weekdays which will be next working day)
- Created after 2pm = next working day (any day)

We send your documents as letters using Royal Mail first class post (or equivalent) and we cannot and do not guarantee a delivery time or expected delivery date. If you have not received your document within five (5) working days of it being shown as sent in your Account you should Contact Us.

If you do not Contact Us and inform us of an issue, we will deem documents sent by first class post to have been received by you within forty-eight (48) hours of us marking them as sent.



## 5. COSTS

If for any reason you are unable to authorise payment for any Service(s) in advance, you acknowledge that neither One5 Health nor the Practitioner shall be obliged to provide such Services.

Any and all fees and charges incurred on an Account are the sole responsibility of the Account holder (being the individual whose details are held under the Account) and MUST be pre-authorized prior to your receiving any Services and settled immediately after the Services have been provided. Consultations may be curtailed or Services suspended if at any time there are insufficient funds in a Customer's Account.

You expressly hereby authorise One5 Health to pre-authorise or charge any debit and/or credit card in your Account with any applicable charges as stated in these Terms and Conditions (as updated from time to time) or as otherwise agreed in writing with you. You accept that any failure of pre-authorization or authorisation processes is likely to result in the Services not being provided. You understand that the Services may not be provided or consultations cancelled if your billing information is inaccurate, invalid, or without funds.

You agree that any unpaid balance on your Account shall become due within seven (7) days of notifying you of any such balance, after which date the balance shall bear daily interest at the rate of 3% per annum above HSBC's lending rate from time to time. The reasonable costs of collection, including any Court costs and reasonable legal costs, may be added as principal amounts to any such balance. If you think any charge is wrong please Contact Us promptly to let us know and we will not charge you interest on any disputed amounts until we have resolved the issue.

One5 Health does not accept payment by insurers on your behalf.

PLEASE NOTE that failure by your credit or banking provider to enable One5 Health to pre-authorise or clear payments is your sole responsibility and One5 Health will still be owed the fees and charges incurred by you personally, which One5 Health may take formal action to recover.

### CONSULTATION COSTS

Details of the One5 Health non-member pricing can be found on our Prices/Book Now page.

Members pricing will differ and can only be accessed once logged in to the member zone.

### ADDITIONAL SERVICES

A prescription issued by a Practitioner on the face to face or via the Website/Service, including any repeat prescription, is included in the price of the consultation and shall include no more than seven (7) items.

Any letter or fit note (also sometimes referred to as a sick note) issued by a Practitioner face to face or via the Website/Service is included in the cost of the consultation and shall include no more than six (6) pages of content.

Medical records and the electronic medical record information held about you on the Website/Service will be accessible by you at no cost at any time the Website/Service is available, subject to these Terms and Conditions.

#### DELIVERY COSTS

Standard delivery means the items are either sent by email or sent by Royal Mail first class post (or equivalent) to UK mainland addresses only. Costs for other delivery methods will be provided on request.

Please note that it is your sole responsibility to ensure the address (whether email or postal) that you provide is correct as that is the address that One5 Health will use.

#### CHARGES FOR CANCELLED OR MISSED SESSIONS

Please see clause 29 below.

#### 6. PRACTITIONERS AND CHOICE

You may not choose the Practitioner to which you are connected unless One5 Health provides these options to you on its Website/Service, which it may do from time to time at its sole discretion. One5 Health does not make any guarantee whatsoever as to the availability of any single Practitioner at any time.

One5 Health does not make any representation or give any warranties regarding the Practitioners' training, qualifications or skill, although we do, as required by our regulator and UK law, make appropriate checks to ensure certain aspects of the Practitioner validity, such as their registration with the GMC and their right to practise in the UK.

#### 7. YOUR ONE5 HEALTH ACCOUNT

In order to access the Website/Service and the Services you represent and warrant that you are at least eighteen (18) years of age and possess the legal right, capacity and ability, on your own behalf to accept and agree to these Terms and Conditions.

You agree to create your One5 Health account (Account) accurately and truthfully, including but not limited to your name, postal address, mobile telephone number (do not provide landline telephone numbers in place of mobile numbers), email address and password.

Your Account details are personal to you and you are solely responsible for maintaining their confidentiality, as you remain liable for all activity that occurs under your Account. You agree to prohibit anyone else from using your Account and you agree immediately to notify One5 Health of any actual or suspected unauthorised use of your Account or any other security concerns,

howsoever arising, immediately upon your becoming aware of them. Unless and until you notify us of any suspicious activity or security concerns we will assume all actions taken linked to your Account to be authorised by you.

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In order to determine your compliance with these Terms and Conditions we reserve the right to monitor your access to and use of the Website/Service and the Services. One5 Health may, at its sole discretion, deny access to the Website/Service and/or refuse to provide Services in the case of actual or suspected misuse of the Website/Service and/or Services or for any actual, attempted or suspected non-compliance with these Terms and Conditions, including but not limited to security concerns or potential infringement of intellectual property rights.

One5 Health reserves the right to refuse access to the Website/Service to anyone, at its sole discretion from time to time, whether or not the user has previously successfully registered, visited or used any Services.

## 8. SECURITY

One5 Health may contact you by telephone, post or email to verify your Account information. One5 Health may request further information from you, which you agree to provide, in order to ensure you have not fraudulently created your Account.

If you do not provide any such information in the manner requested within seven (7) working days of the request, One5 Health reserves the right to suspend, discontinue or deny your access to and use of the Website/Service and Services until such time as the information is provided to One5 Health's reasonable satisfaction.

## 9. MODIFICATIONS TO TERMS AND CONDITIONS

Please print and keep a copy of these Terms and Conditions. One5 Health reserves the right to modify the Terms and Conditions periodically, for any reason. We will post a copy of the updated Terms and Conditions on the Website/Service prior to any change becoming effective; if we make any material changes (including any change to our Costs) we will notify you prior to the change becoming effective. Any such revision or change will be binding and effective immediately on posting the revised Terms and Conditions on the Website/Service and you should cease use of the Website/Service if you do not agree to any such change.

The most current version of these Terms and Conditions can be accessed at any time by selecting the "Terms" link in the footer of the Website/Service or the "More Information" section of the mobile application. Any new version of these Terms and Conditions will, once published, supersede any previous version.

## 10. ELECTRONIC MEDICAL RECORDS

Your One5 Health electronic medical record (EMR) is created for you to document (by way of consultation with a Practitioner only), store and access

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your personal health information online, including medical history, current health conditions, symptoms, complaints, allergies and medications, and for your Practitioner to record the results of his or her medical encounters with you in accordance with his or her obligations under applicable UK law. Any information provided as part of a consultation (which may be made up of face to face or video, pictures exchanged or snapped) becomes part of your EMR when attached to the records by your Practitioner. If you want a particular detail added to your EMR it is your responsibility to express this view to your Practitioner whilst in consultation. For additional information regarding use of your EMR, please see our Privacy Policy.

It is your responsibility to confirm any information during a consultation with a Practitioner so as to ensure the accuracy of your One5 Health EMR. One5 Health is not responsible for maintaining a complete record of all data arising from use of the Services. One5 Health reserves the right to maintain, process, review, delete or destroy all communications and materials posted or uploaded to the Website/Service pursuant to the Privacy Policy. Please note that your Practitioner is obliged to use the information included in your EMR solely in accordance with their legal obligations including, without limitation, obtaining any consents or authorisations that may be required for your information to be shared with other participating providers. However, by requesting a consultation through the Website/Service, you agree to disclose the full contents of your EMR to the Practitioner who will conduct your consultation.

If you would like a copy of your One5 Health EMR you can fill in a subject access request.

## 11. INFORMATION RESOURCES (OPT-IN)

By registering on the Website/Service and then providing "opt-in" consent to non-essential marketing, you are agreeing to the receipt of offers, promotions, surveys, newsletters and other information regarding common medical and health-related topics or preventive care messages containing specific medical and health-related information, links to other related Website/Services and specific questions related to your One5 Health Account. Additionally, One5 Health makes available self-care informational services that provide general medical and health information. These communications and resources are not comprehensive medical text and do not include all the potential information regarding the subject matter. These communications and resources are for general educational and informational purposes only, and should not be relied upon as a substitute for patient-specific advice, medical diagnosis and treatment or construed, directly or indirectly, as the practice of medicine or dispensing of medical services by One5 Health. Such information is not a substitute for seeing an appropriate healthcare professional for medical treatment, emergency medical services or urgent care.

The information contained in these communications and resources is compiled from a variety of sources and may or may not be considered authored by One5 Health. One5 Health makes no warranty as to the content of these materials or the information contained therein, neither does it represent or warrant that any particular drug or treatment is safe, appropriate or effective for you.

If you do not wish to receive such communications, you may opt-out at any time.

## 12. LIMITATIONS ON USE

You agree that you will not, and will not permit anyone else to:

- a) use the Website/Service or Services in any unlawful way and/or for any unlawful purpose;
- b) post or transmit a message (written, verbal or via video) under a false name or use the network resources of One5 Health to impersonate another person or misrepresent authorisation to act on behalf of others (including but not limited to Practitioners) or One5 Health. All messages transmitted via One5 Health and the Website/Service should correctly identify the sender and you may not attempt to alter the origin of email messages or postings;
- c) allow another person or entity to use your Account, username or password;
- d) market, promote or solicit the Services except as expressly permitted by these Terms and Conditions;
- e) distribute chain letters or unsolicited bulk electronic mail ("spamming") via the Website/Service, to One5 Health or to any third party allegedly on behalf of One5 Health;
- f) attempt to undermine the security or integrity of computing systems or networks of One5 Health, its Website/Service or any sites or Website/Services accessed through or via the Website/Service, and you must not attempt to gain unauthorised access;
- g) harvest or collect data about any other individual who uses the Website/Service;
- h) post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, defamatory, derogatory, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate or otherwise interrupt or expropriate the Website/Service or the Services;
- i) tamper, hack, spoof, copy, modify or otherwise corrupt the administration, security or proper function of the Website/Service or the Services. You will not use robots or scripts with the Website/Service;
- j) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code or information on or received by this Website/Service. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting.

You further agree that any information you provide or use on the Website/Service, and your use of the Website/Service or Services will not infringe or facilitate infringement of any copyright, patent, trade mark, trade secret or other proprietary, publicity or privacy rights of any party.

One5 Health maintains the right to delete any information provided by you that it deems in its sole discretion fraudulent, abusive, defamatory, obscene or in violation of a copyright, trade mark or other intellectual property or ownership right of any other person and to suspend your access to the Website/Service in such circumstances.

One5 Health reserves the right to terminate any Account that does not include a valid email address and mobile telephone number (not a landline) on file as part of that individual's Account. Both the email address and mobile telephone number must be stored in the profile for your Account on the Website/Service. Please note: this does not affect One5 Health's conformity with all relevant UK laws regarding the keeping, maintenance and protection of medical/patient records.

### 13. OPERATIONAL FUNCTIONALITY

One5 Health reserves complete discretion with respect to the operation of the Website/Service and Services and may alter, withdraw, suspend or discontinue any functionality or feature of the Website/Service and/or Services at any time. One5 Health is not responsible for transmission errors or corruption or compromise of information carried over local or interchange telecommunications carriers.

One5 Health reserves the right to maintain, delete or destroy all communications and information posted or uploaded to the Website/Service in accordance with its information policies from time to time including the Privacy Policy.

If One5 Health needs to suspend access to the Website/Service at a time when you have booked a consultation it will notify you in advance (unless such suspension is for unforeseen purposes, such as for emergency maintenance) and arrange a new consultation time for you as soon as possible at no additional cost.

### 14. TEMPORARY USE LICENCE GRANTED

*For the duration only of being logged into your Account from time to time, and subject to your compliance with these Terms and Conditions, you are hereby granted a non-exclusive, non-transferable, temporary licence to use the Website/Service and the Services solely for personal, non-commercial use. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Website/Service (including its software and documentation), create derivative works based on or in any manner commercially exploit the Website/Service or the Services, in whole or in part.*

*The Customer is granted a licence to download or stream a copy of the One5 Health app (and any documents provided on or in relation to the Website/Service or Services) onto a mobile and/or tablet device and to view, use and display the app on such device(s) for its personal purposes only, the terms of which are set out in the end user licence agreement. Customers must accept when downloading the app. The Customer may not copy or otherwise use such information to create derivative works.*

*You may not make any form of recording of any consultation via the Website/Service as this would be a breach of these Terms and Conditions and also a violation of data protection law.*

*You must not misuse our site by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website/Service, the server on which our Website/Service, app or related materials are stored or any server, computer or database connected to the Website/Service. You must not attack our site or app via a denial-of-service attack or a distributed denial-of-service attack; by breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.*

## 15. LINKING

You may link to our Website/Service home page provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site on any Website/Service that is not owned by you. We reserve the right to withdraw linking permission at any time.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

If you wish to make any use of content on our site other than that set out above, please Contact Us.

Where our Website/Service contains links to other sites and resources provided by third parties, these links are provided for your information only. One5 Health has no control over the contents of such sites or resources.

## 16. INTELLECTUAL PROPERTY

With the exception of your EMR, One5 Health (or its licensors) retains all right, title and interest in and to the One5 Health name, the Services and any information, products, documentation, software or other materials used in relation to or made available via the Website/Service, along with any patent, copyright, trade secret, trade mark, service mark or other intellectual property right in any of the foregoing in any territory.

You will not store, copy, modify, lease, loan, sell, distribute, transfer, display, reverse engineer, reverse assemble or otherwise attempt to discover any programming code or any source code used in or with the Website/Service (save to the extent required for you to make back-up copies of such software or arrange its inter-operability with other packages).

You acknowledge that violations (as determined at One5 Health's sole discretion) of these intellectual property protections may lead to formal legal action. Save as set out in these Terms and Conditions you have no right to use any of the intellectual property rights associated with the Website/Service without the prior written consent of One5 Health.

## 17. INTERNATIONAL USE

One5 Health LTD  
Company no: 11960184

Registered address: 98A Southgate Road, London, N1 3JD

The Website/Service and the Services are designed for and intended for users in the United Kingdom only, unless exclusively specified by One5 Health. One5 Health makes no representation that the information and/or the services provided via the Website/Service are applicable to, appropriate for or available outside the United Kingdom. Accessing the Website/Service Services from territories where any content and/or Services may be illegal is strictly prohibited.

## 18. LEGAL NOTICES AND DISCLAIMERS

**Medical Disclaimers:** One5 Health makes no representation or warranty as to the content of any treatment response from any Practitioner; Practitioners are independent contractors and not employees of One5 Health and any views expressed or advice provided by Practitioners are not necessarily endorsed by One5 Health. You and your Practitioner are solely responsible for all information provided and/or advice given via the Website/Service.

Always seek the advice of a doctor or other qualified healthcare provider regarding any medical concerns - and before starting, stopping or modifying any treatment or medication - even if you have already obtained medical advice via or read relevant material on the Website/Service.

One5 Health does not guarantee that a video/chat/picture message consultation is the best course of accessing advice or indeed the appropriate course of treatment for your particular healthcare concern or medical issue. Furthermore, One5 Health is not a substitute for your primary care provider. You agree to contact your GP immediately should your condition change or your symptoms worsen (if you are not registered with a UK doctor you agree to contact your local walk-in centre or hospital for advice). If you require urgent care, you should contact your nearest emergency services centre immediately.

**Content Disclaimers:** No information whatsoever or howsoever found on this Website/Service (other than advice provided by a Practitioner in a consultation) should be relied on as medical advice, professional or otherwise. Nothing contained on this Website/Service should be construed, directly or indirectly, as the practice of medicine by One5 Health, which only arranges the service of connecting you to a Practitioner. Should there be an issue with any of the medical services you receive from Practitioners via the Website/Service, you can Contact Us.

One5 Health makes no warranties or representations as to the accuracy of articles and other material published on the Website/Service and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon such material.

**General Disclaimers:** We do not guarantee that the Website/Service will be secure or free from bugs or viruses.

You are responsible for configuring your information technology and computer programmes in order to access the Website/Service. You should use your own virus protection software.



You are also responsible for ensuring that all persons who access the Website/Service through your internet connection are aware of and comply with these Terms and Conditions.

One5 Health MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT, ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED THROUGH THE ONE5 HEALTH WEBSITE/SERVICE OR SERVICES.

One5 Health does not endorse the promotions, products or services of any third parties, nor does it warrant or validate the accuracy of any third party advertisements, promotions, communications or other materials. One5 Health does not assume any responsibility or liability for the accuracy of information contained on any third party web sites.

#### 19. SERVICE RELIABILITY AND WARRANTIES

One5 Health makes no warranty that the Website/Service or the Services will meet your requirements or that the Services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected. One5 Health is not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

One5 Health will take all reasonable precautions to protect against failure of its equipment and software and will perform regular back-ups of all data stored. The Customer acknowledges and agrees that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Website/Service and/or the Services, in which circumstances any booked Sessions shall be deemed "disrupted" (see clause 30).

#### 20. LIMITATION OF LIABILITY

If One5 Health fails to comply with these Terms and Conditions, it is responsible for loss or damage you suffer that is a foreseeable result of it breaking this contract or failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you purchase any Services, both we and you knew it might happen, for example, if you contacted us about it during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

We will not be liable to any Customer for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- inability to use the Website/Service; or
- use of or reliance on any content displayed on the Website/Service.

Please note that we only provide the Website/Service for domestic and private use. You may not use the Website or the Services for any commercial or business purposes; if you do use the Website/Service or the Services for any commercial purpose One5 Health has no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

One5 Health assumes no responsibility for the content of Website/Services linked on the Website/Service. Such links should not be interpreted as endorsement by us of those linked Website/Services. We will not be liable for any loss or damage that may arise from any Customer's use of such sites.

#### SUMMARY OF YOUR KEY LEGAL RIGHTS

This is a summary of your key legal rights. Nothing in these Terms and Conditions will affect your legal rights. For detailed information please visit the Citizens Advice Website/Service:

[www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- If you haven't agreed a time upfront, it must be carried out within a reasonable time.

If you can show the fault in software supplied has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

#### 21. TERMINATION AND SURVIVAL

##### OUR RIGHT TO TERMINATE

We may suspend or end the contract between us, terminating your right to use the Website/Service or the Services, if:

1. You do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due;

2. You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example valid contact details;
3. You seriously (as determined by One5 Health) or repeatedly breach any of these Terms and Conditions.

You must compensate us if you breach these Terms and Conditions. If this happens we may deduct from any refund due to you, or charge you, reasonable compensation for the net costs we will incur as a result of your breach.

One5 Health may also terminate all access to the Website/Service or the Services at any time, without notice. In such circumstances, subject to you having complied with these Terms and Conditions, One5 Health will endeavour to refund to you any credit held in your Account so far as it is legally able to do so.

One5 Health will advise you of any termination via the contact email held as part of your Account.

#### YOUR RIGHT TO TERMINATE

You may cease using the Website/Service and/or have your Account suspended from usage/availability at any time. Provided you are not in breach of these Terms and Conditions you can Contact Us to arrange a refund of any credit on your Account, but we may deduct from that refund (or, if you have not made an advance payment, charge you) fees due to us in respect of Services provided and/or compensation for any net costs we will incur as a result of your ending the contract.

#### SURVIVAL

Upon termination of your Account for whatever reason, One5 Health has the right to delete all data, files or other information relating to you that it stores or controls for any reason, subject to UK law concerning the keeping and maintenance of medical/patient records and also data protection and the secure destruction of personal data.

The following clauses shall continue to apply after termination of the contract between you and One5 Health for any reason: Security (clause 8); Intellectual Property (clause 16); Limitation on Liability (clause 20); Privacy (clause 30); Applicable Law (clause 31); and any other provisions stated to continue or required to continue in relation to any outstanding matters.

#### 22. DELIVERY OF SERVICES

##### STATUTORY 14-DAY "COOLING OFF" PERIOD

You have the option when opening your Account to waive your rights in relation to the 14-day "Cooling Off period" provided by consumer legislation, so we are able instantly to start providing the Services and/or

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securing time with a Practitioner in advance to ensure their availability. If you choose not to waive this right you acknowledge that One5 Health will not provide any Services to you for the duration of the statutory "Cooling Off period".

You agree that the provision of any Services is subject to your payment in full of any costs relating to consultation, administrative and/or delivery fees that you incur in relation to the Services pursuant to our Costs (also explained at [www.one5.health/pricing](http://www.one5.health/pricing)).

One5 Health's fees and charges do NOT include or cover any investigations and pharmacy fees and One5 Health does not accept payment by insurers on your behalf at this time, unless expressly provided for in writing by One5 Health at its sole discretion.

Any and all fees and charges, without exception, incurred on the Account are your responsibility as the Account Holder (If there is any question with regard to who is responsible for the fees and charges incurred, One5 Health will refer to the details held under the One5 Health Account Details and that individual shall have the legal responsibility for all fees and charges and no alternative position shall be acceptable to One5 Health) and MUST be pre-authorized prior to you receiving any of the Services, in whole or in part, whatsoever and settled immediately after the Services have been provided, in whole or in part.

You agree that any unpaid balance due hereunder shall immediately become overdue and bear daily interest at the rate of 10% per annum above HSBC's lending rate, and that costs of collection, including any Court costs and reasonable legal costs shall be added as principal amounts to such balance.

One5 Health reserves the right to modify its Costs and/or pricing structure at any time, at its sole discretion and implement the new Costs and/or price structure at any time prior to billing you for payments due pursuant to these Terms and Conditions. You understand that the Website/Service and the Services may not be provided or consultations ended or cancelled if your billing information is inaccurate, invalid, without funds (not in funds) or any pre-authorization by us provides a negative response (as determined by One5 Health).

You expressly grant One5 Health license to pre-authorise or charge any debit and/or credit cards in your Account before enabling the provision of the Services (including the confirmation of an appointment time and date has been allocated to you) and you accept that failure of our pre-authorization or authorisation processes by you is likely to result in the Services not being provided to you.

## 23. ADDITIONAL SERVICES

We charge in accordance with our Costs for other services, including the following:

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Company no: 11960184

Registered address: 98A Southgate Road, London, N1 3JD

## 24. PRESCRIPTIONS

You will be charged the current Price for a prescription (a private prescription only), which may contain no more than the maximum (7) number of medical items. If you agree with your Practitioner that you need more than the maximum number of medical items and the Practitioner is willing to write you multiple prescriptions, you will be required to purchase multiple prescriptions up to the number you require.

To purchase a prescription, you must do this in-Consultation (during a live Session) with a Practitioner. This is the only means of purchasing a prescription on the Website/Service. You will be asked, by way of a system message, to accept or decline the purchase; which will include an onscreen quote.

## 25. LETTERS (INCLUDING BUT NOT LIMITED TO REFERRAL LETTERS)

You will be charged the current Price for a Letter (including but not limited to Referral Letters), which may be no longer than six (6) A4 Letter single-sided pages in length and subject to the spacing and layout requirements of One5 Health at its sole discretion. If you agree with your Practitioner you need a letter that is longer than six (6) pages in length (single-sided) and the Practitioner is willing to write this longer letter for you, you will be required to purchase multiple Letters up to the number you require to complete the Letter.

## 26. LETTER CONTENTS

To purchase a Letter, you must do this in-Consultation with a Practitioner, this is the only means of purchasing a Letter on the Website/Service. You will be asked, by way of a system message, to Accept or Decline the purchase; which will include an onscreen quote.

- If you Accept by way of clicking/tapping the ACCEPT button, we will take this as authorization by you and apply the charges to your One5 Health Account to be settled at the closure of the Consultation.
- If you DECLINE by clicking/tapping the DECLINE button presented you will NOT be able to purchase that Letter.
- If you click/tap ACCEPT and your card is DECLINED you will not be able to purchase the Letter and you will be unable to use another method of purchase in your current consultation and/or Session. If your method of payment is DECLINED in this situation and you wish to purchase a Letter using another payment method, you accept that you will be required to complete or END your current Consultation, enter new payment details and get your new payment details set up in your One5 Health Account and then start a new Consultation and discuss your situation with a Practitioner. You accept that there is NO guarantee or warranty made by us

whatsoever that your next Practitioner will agree to write for you the Letter your previous Practitioner had agreed to write and issue.

## 27. SICK NOTES

You will be charged the current Price for a Sick Note, which may be no longer than six (6) A4 Letter single-sided pages in length and subject to the spacing and layout requirements of One5 Health at its sole discretion. If you agree with your Practitioner that you need a Sick Note that is longer than six (6) pages in length (single-sided) and the Practitioner is willing to write this longer Sick Note for you, you will be required to purchase multiple Sick Notes up to the number you require to complete the Sick Note contents.

To purchase a Sick Note, you must do this in-Consultation (during a live Session) with a Practitioner, this is the only means of purchasing a Sick Note on the Website/Service. You will be asked, by way of a system message, to Accept or Decline the purchase; which will include an onscreen quote.

- If you Accept by way of clicking/tapping the ACCEPT button, we will take this as authorisation by you and apply the charges to your One5 Health Account to be settled at the closure of the Consultation.
- If you DECLINE by clicking/tapping the DECLINE button presented you will NOT be able to purchase that Sick Note.
- If you click/tap ACCEPT and your card is DECLINED you will not be able to purchase the Sick Note and you will be unable to use another method of purchase in your current consultation and/or Session. If your method of payment is DECLINED in this situation and you wish to purchase a Sick Note using another payment method, you accept that you will be required to complete or END your current Consultation, enter new payment details and get your new payment details set up in your One5 Health Account and then start a new Consultation and discuss your situation with a Practitioner. You accept that there is NO guarantee or warranty made by us whatsoever that your next Practitioner will agree to write for you the Sick Note your previous Practitioner had agreed to write and issue.

## 28. CONTENTS OF PRESCRIPTIONS, LETTERS AND SICK NOTES

You accept without question that qualified Practitioners are creating prescriptions, medical letters and sick notes through the Website/Service and the contents of these items is bespoke, individual and based on your accounts and presentations at a certain time to the author Practitioner(s). As such, these contents may vary, the precise nature of the content shall be at the sole discretion of the Practitioner and you agree to hold harmless One5 Health, its employees, officers, directors, agents and affiliates from any claim that may arise as a result of the contents of such items. You also agree not to tamper with any of the content of these items whatsoever if

you are provided with them and that there is no guarantee or warranty by One5 Health, its employees, officers, directors, agents and affiliates that the items will contain the content you desire(d), hope(d) for, expect(ed), were informed of, interpreted as including, understood or believed they would. The content shall be of a type the qualified Practitioner believes is appropriate, safe, responsible and legal.

## 29. LATE ARRIVAL, CANCELLING APPOINTMENTS AND MISSED APPOINTMENTS

If you have booked an appointment in advance via the Website, you may arrive and enter the consultation that you have booked up until one (1) minute before the scheduled end time of that Session. For example, if you have a 10-minute Session booked at 3pm, you may arrive and start the consultation as late as 3.09pm, but no later. [If, for example, you have booked an Appointment comprising two (2) 10-minute Sessions and you do not arrive within the first nine (9) minutes of the Initial Session you will also lose the right to attend the subsequent Session, which may be re-allocated[1]].

You may cancel any booking you have made via the Website by going to following the email link to cancel your appointment by clicking "CANCEL APPOINTMENT". If your cancellation is successful you will receive an email from One5 Health to that effect and see an on-screen message confirming the cancellation; if you do not receive the cancellation email and see the on-screen message then you must either try again or Contact Us at [care@one5.health](mailto:care@one5.health). You accept that One5 Health is not responsible and will accept no liability for any costs, expenses or losses arising from your failure properly to cancel any consultation on the Website/Service. You accept that failure to cancel an appointment may lead to you being charged a cancellation fee (see below) and/or the full fee for the number of Sessions making up the Appointment that you failed to cancel, subject to One5 Health's sole discretion.

Missed appointments occur when either you or a Practitioner is not present in the surgery by the start time (as published by One5 Health on the Website/Service) of a Session confirmed by One5 Health (save that you may be up to nine (9) minutes late, as explained above)(Missed Appointment). In these instances you understand and agree that the following rules apply:

a) If you fail to attend your Appointment in time then you will be charged the full cost of the appointment. Please note that you can still cancel your appointment before its start time in order to benefit from FREE CANCELLATION (you will not be charged if you cancel up to and including forty-eight (48) hours before the start time of the booked Appointment). If you cancel within forty-eight (48) hours, you will be deemed to have missed your Appointment and you will be liable to pay the full appointment fee. You acknowledge that One5 Health is authorised under these Terms and Conditions to deduct such amounts from your Account as soon as sufficient funds are available. Any higher value appointment above

£100 such as Well Woman and Well Man appointment types are subject to a £40 cancellation fee if cancelled more than forty-eight (48) hours from the appointment regardless of how soon after the booking that the cancellation request is made.

b) If a Missed Appointment occurs because a Practitioner did not attend your Session(s) in time then we will credit your Account with the charge for the unused Session and enable you to rebook the Session.

c) If a Missed Appointment occurs because neither you nor the Practitioner attended the booked appointment at the scheduled time, One5 Health will treat this as though you have caused the Missed Appointment and charges will apply.

### 30. REFUNDS AND DISRUPTIONS

If your consultation is determined by One5 Health (at its sole discretion) to have been disrupted, which terms shall include but not be limited to One5 Health's suspension of the Website/Service at the time of the Session, a Practitioner ending a Session at your request because you know them (Disrupted Consultation), One5 Health will automatically credit your Account with any unused session minutes.

If you think you are due a refund you must Contact Us as soon as possible providing details of the consultation (including consultation reference number) and a full description in writing of the issue or concern you are raising.

We do not provide refunds where One5 Health is not at fault, such as in the following circumstances (which is NOT AN EXHAUSTIVE LIST but an indication only):

a) If you are unable to have a private prescription, legitimately and correctly provided via the Website/Service, fulfilled and/or the associated medication dispensed at a pharmacy of your choice for whatever reason.

b) If your consultation is disrupted because of your actions, as determined by us exclusively. Where and when appropriate we will credit unused consultation time to your Account only and at our sole discretion.

c) If you have missed a booked Appointment, as determined by us exclusively. In this instance you will be charged the cancellation fee as described above.

d) If a Practitioner fails to attend your Appointment, as determined by us exclusively, we will credit your Account to the value of the Session charge.

e) If you do not receive a prescription, referral letter or sick note as a result of a consultation via the Website/Service.

f) If it took longer than the published waiting time on the Website/Service for your consultation to start.



g) If you did not use all available minutes in any Session that you have started.

### 31. MEMBERSHIP

You can use our Services in two different ways:

(1) Pay As You Go – where you choose to pay on a per appointment basis; and

(2) Member – where you choose to purchase an annual twelve (12) month subscription to our Services (“Membership”)

#### PAY AS YOU GO

Where you choose to Pay As You Go, you will be required to purchase Appointments on a per Appointment Basis. The cost of an Appointment is set out on the Website/Service and may vary from time to time.

#### MEMBERSHIP

Where you can choose to purchase Membership, you will be required to pay an annual Membership fee. In return, you will be entitled to a discount on the total cost of each Appointment that you book with us and exclusive access to offers, discounts and other features that may be of interest to you. Further details about our Membership package (as may be varied from time to time) can be found on the Website.

We will try to process your Membership promptly, but we do not guarantee that your Membership will be activated by any specified time. By submitting your payment and other Membership details, you are making an offer to us to purchase Membership. Your offer will only be accepted by us and a contract formed when we have successfully verified your details and taken payment of the annual Membership fee or the first monthly payment (as applicable). You agree that your Membership will begin as soon as we send you the email confirming your Membership. We reserve the right to reject any offer in our discretion, for any or no reason.

#### MEMBERSHIP FEE AND PAYMENT TERMS

The amount of the Membership fee is as set out on our Website. The amount of the annual Membership fee is paid in one upfront lump sum payment (“annual fee”) for the entire year (“Membership Period”).

You agree to pay the Membership fee at the rate notified to you at the time you take out your Membership. We may modify the price of any Membership fee from time to time, but any change to the Membership fee will not apply during your current Membership Period. We will always inform you by way of email if the Membership fee will be increased in your next renewal period and you can always choose not to renew your Membership at the end of your current Membership Period.

In the event that any payment cannot be taken from your nominated debit or credit card, we have the right to suspend your Membership until the relevant payment has been received and the payment terms set out in clause 5 will apply. In the event of a failed payment, a reminder will be sent to you via the email address that you gave to us at the time of registration. We will attempt to take the relevant payment 24 hours after the reminder email and if it fails again, another reminder email will be sent to you. A third and final reminder email will be sent to you 24 hours after this and if payment fails for a third time, your Membership will be cancelled.

## RENEWALS

Your Membership will automatically renew at the end of each Membership Period for a further twelve (12) month period. We will send you a reminder by email a reasonable time prior to the end of your current Membership Period and will give you an opportunity to tell us (no later than 30 days before your current Membership Period is due to expire) if you do not want your Membership to automatically renew. Also, you can turn off automatic renewal at any time (so long as this is no later than 30 days before your current Membership Period is due to expire), through your account on the Website.

If you do not turn off automatic renewal or otherwise notify us that you do not want your Membership to be renewed in accordance with the above clause, we will automatically renew your Membership at the end of the Membership Period. Upon renewal, we will charge the then current Membership fee using the same card or other payment method that you previously used. Unless you tell us otherwise no later than 30 days before your current Membership is due to expire, we will assume that you want to pay for your renewed Membership fee in the same way that you have paid previously (i.e. annual fee or monthly payments) and we will take payment accordingly.

## STATUTORY 14 DAY “COOLING-OFF” PERIOD

Where you purchase services online, you have a statutory right to cancel your order within fourteen (14) days after the day on which the contract is entered into (“Cooling-Off Period”) without giving any reason.

By registering for Membership, you are agreeing that we can start to provide the benefits of the Membership services (including your entitlement to discounted Appointments) to you during the Cooling-Off Period.

If you cancel during the Cooling-Off Period and you have not booked any Appointments at the time of your cancellation, then we will give you a full refund of the annual fee or monthly payment (as applicable) that you have paid.

If you cancel during the Cooling-Off Period and you have booked/received Appointments at the time of your cancellation, then you will be required to pay for the services that you have received up to the date of cancellation. As such:

(i) we will give you a full refund of the annual fee or monthly payment (as applicable) that you have paid; but

(ii) you will be obliged to pay for the Appointments you have booked/received up to the date of cancellation and you will be charged for such Appointments at the standard Pay As You Go rate (as set out on the Website/Service). We reserve the right to set off any amount payable to us in respect of such Appointments against any refund that we are due to make under paragraph (i) above. You acknowledge and agree that we shall be entitled to take payment (from your nominated debit or credit card) for the total amount of any outstanding fees which are due in respect of any Appointments under this paragraph (ii).

#### OTHER CANCELLATION RIGHTS

Subject to your statutory rights (as described above), you can cancel your Membership at any time during the Membership Period, but (after the Cooling-Off Period) you will not be entitled to a refund of the Membership fee (annual fee or monthly payments). If you cancel your Membership during a current Membership Period and you are making monthly payments, we shall be entitled to take payment (from your nominated debit or credit card) for the total amount of any outstanding monthly payments which are due in respect of the remaining Membership Period (up to a total of the applicable Membership fee for the relevant year).

Nothing in this section affects your legal rights.

If you would like to cancel your Membership, please visit our helpful FAQs where instructions on cancellation can be found, as well as links to other helpful topics.

#### FAIR USAGE POLICY

Each Appointment should be limited to the length of appointment time stated at booking (i.e. 20 or 40 minute Appointments) and in confirmation emails.

Our Fair Usage Policy is designed to prevent fraud, abuse of memberships and to ensure that everyone who wishes to use our Service is able to access a UK doctor as fast as possible. Once your Appointment goes over the allocated time, we reserve the right to charge you our standard consultation charges on the Pay As You Go rates as published on the Website. We also reserve the right to cancel your Membership at our sole discretion should you use our Services for any unlawful, prohibited or unusual activities, including but not limited to commercial use of our Services.

Any actions contrary to the Fair Usage Policy or these Terms and Conditions may lead to your Membership being suspended or our relationship with you being terminated. Where we consider it reasonable, we may provide you with a notice of improper behaviour before suspending, terminating or offering an alternative membership, as we deem appropriate. We shall not be obliged to make any refund of any Membership fees paid by you (annual fee or monthly payments, as applicable) if we terminate your Membership in such circumstances. If you are making monthly payments, we shall be entitled to take payment (from your nominated debit or credit card) for the total amount of any outstanding monthly payments which are due in respect of the remaining Membership Period (up to a total of the applicable Membership fee).

### 35. DISPUTES

In the event of any non-medical complaint or dispute you should first Contact Us and fully inform us of the issues surrounding your dispute in an open and engaged manner.

In the event of any medical complaint you should follow our complaints procedure on the Website.

If you use chargeback services available via your payment card provider in an attempt to self-issue refunds and One5 Health is successful in disputing any chargeback with your provider, you will pay One5 Health's reasonably-incurred fees and costs in relation to administration and legal work in disputing your claim. You agree to pay such fees to us in cleared funds no more than 30 days from the dispute being successfully decided in One5 Health's favour.

### 36. ONE5 HEALTH WAITING AND SESSION TIMES

This clause refers to situations in which customers seek consultations to start as soon as possible, not where Appointments are booked in advance.

Customers accept that One5 Health will not refund fees based on waiting times or any other time estimates being inaccurate.

Appointment times are provided as a guide only and do not guarantee provision of the Services, or that a connection with a Practitioner will be made within certain parameters or at all.

### 37. CIRCUMSTANCES OUTSIDE OUR CONTROL

Neither One5 Health, nor its officers, employees or agents, shall be responsible if the supply of the Services is delayed or prevented by circumstances outside its control. If this happens we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or failure. If there is a risk of substantial delay you may contact us to cancel your Account and/or cancel any booked Services and receive a refund for any Services you have paid for but not received.

#### 38. NO THIRD PARTY RIGHTS

Nobody else has any rights under these Terms and Conditions. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

#### 39. ASSIGNMENT

You need our consent to transfer any rights under these Terms and Conditions to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

We may transfer our rights and obligations under these Terms and Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights.

#### 40. PRIVACY

By accepting these Terms and Conditions, you acknowledge that you understand, have read and will abide by the Privacy Policy (as updated from time to time in accordance with its terms), which is part of these Terms and Conditions by reference.

#### 41. APPLICABLE LAW:

These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the Website/Service or the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

#### 42. SEVERABILITY

If a court finds part of these Terms and Conditions illegal for any reason, the rest will continue in force. Each of the clauses operates separately; if any court or relevant authority decides that any clause is unlawful, the remaining clauses will remain in full force and effect.

#### 43. WAIVER

Even if we delay in enforcing any of these Terms and Conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaching these Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

#### 44. NOTICES:

One5 Health may contact you by email to the email address provided in your Account, by written communication to the postal address provided in your Account or by a general notice on the Website/Service.

You may contact One5 Health at any time at [care@one5.health](mailto:care@one5.health) or by submitting a letter to Customer Experience Team, One5 Health Limited, 98A Southgate Road, London, N1 3JD.

#### 45. COMMENTS AND SUGGESTIONS

One5 Health welcomes suggestions and submissions by its Customers. Please contact us at [care@one5.health](mailto:care@one5.health)

Please note that by sending us ideas, artwork, computer code or creative materials you assign all copyright and other intellectual property rights in such materials to One5 Health LTD; you also waive your moral rights in respect of the same. One5 Health shall have the right to use any such creative materials for any lawful purpose, including but not limited to reproduction, disclosure and publishing, without any compensation to you.

The rights in this clause do not apply to any personal information you submit as part of your EMR or other personal information held in your Account.

#### 46. IDENTITY CHECKS

In order to allow us to provide the Services to you in a way which protects the interests and safety of all of our patients, we need to carry out checks to verify the identity of any person wishing to use the Services (essentially, to make sure you are who you say you are). In carrying out such checks, we will work with third party providers of online ID verification services. We will ask you to provide us with certain information (generally your name, address and date of birth) which we will need to share with the third party providers in order to verify your identity.

By using the Website/Service and the Services under these terms and conditions, you are expressly consenting to (i) us passing this information to our chosen third party providers of online ID verification services in order for them to perform this service for us and (ii) the carrying out of the ID check by our third party provider, even though such checks may leave a digital footprint / imprint on your digital / online credit file.

If the check conducted by our third party provider results in a "fail", we will ask you to provide secondary ID information (in hard copy or otherwise) such as Driving Licence, Military ID Card, Police Warrant Card or UK Disabled Driver Card. If you fail to provide us with this secondary ID information, we may be unable to provide any Services to you, we may cancel any consultation that you may have booked through the

Website/Service by that point in time and we may apply the terms of our standard cancellation policy which can be found in section 29.