# 1

# TERMS OF USE VisitHealth

### **CORE TERMS**

You should read these VisitHealth core Terms of use ('Terms') of our service carefully before using VisitHealth Services as they set out the basis on which we provide the Services to you. If you are unhappy with or do not agree with these Terms, then you should exit the Platform and not continue to use the Services and cancel any Visit.

These Terms apply to all of the users (including 'you') of our website (http://www.visithealth.co.uk) and App (the 'Platform') for the use of our healthcare services ('Services'). These Terms apply to you as a private (self-funded) patient and should be read in conjunction with the additional terms listed below.

By using the Platform and Services, you are agreeing to these Terms, including our cost and charging terms, along with the following additional terms, which also apply and shall be incorporated into our Contract with you including our Privacy Policy.

- Our Privacy Policy;
- Our costs and charging information.

Any reference to 'these Terms' shall include all of these terms (as applicable).

Capitalised terms shall have the meanings set out in the Definitions section and above.

#### **EMERGENCIES**

Please note that VisitHealth 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.

You should call 999 immediately 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;
- a severe allergic reaction;
- severe burns or scalds;
- loss of consciousness:
- major trauma such as the result of a serious road traffic accident, a stabbing, a shooting, a fall from height or a serious head injury; or
- acute confused states and fits which aren't stopping,
- or if you believe someone is having a heart attack or stroke.

#### **COMPANY INFORMATION**

VisitHealth Limited ('VH') is a private health care company that provides same-day nurse-led medical assessment and care at the patient's home, workplace or community centre across London. We also cater for visitors coming to London on business or leisure and can attend your hotel/accommodation.

The Platform and the Services is owned and operated by VisitHealth Limited ('VisitHealth', 'our', 'us' or 'we'), a company registered in England (10766569).

VisitHealth is regulated by the Care Quality Commission. 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.

To contact us, please email enquiries@visithealth.co.uk or telephone our customer service team on 0207 776 9096.

We 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 via the Platform and the Services.

# **OUR SERVICES**

VisitHealth offers a Service (each a 'Service' or together the 'Services') form which enables you to connect online via our booking form, and we will call you to obtain the relevant information so we can provide you with a private health care service in a location convenient to you or on behalf of the person you are booking the service for. Each of our VH medics are trained health care professionals with extensive experience in both community and acute care settings and diagnostic care.

Our Platform and the Services is available to you if you are in the England and Wales of the United Kingdom. We do not represent that any content available on or through the Platform and the Services is appropriate for use or available outside the United Kingdom.

You can use the Platform in order to:

- book an appointment for a Visit with our VH medics via the Platform ;obtain qualified and professional medical care and service from our VH medics;
- if agreed with you and the VH medic during the Visit or Online Consultation, and where supported by VisitHealth, you may also obtain prescriptions for certain medication(s) from our team of GPs and consultants at an additional cost.

Visits are subject to availability. Visit times are subject to change and are only made available to you at our sole discretion but we will try our best to accommodate your required date and time that the Service should be rendered to you or the person you are representing.

In the event that:

- you require medical advice and you are unable to access VisitHealth for whatever reason, for example;
- there are no Visits available to suit your requirements;
- you miss a Visit for whatever reason;
- you lose connection to the Platform during a Visit; or
- your Visit is cancelled, including because a VH medic is unavailable;

it is your sole responsibility to either book an alternative Visit with us or seek appropriate alternative medical advice from alternative service providers (e.g. your NHS GP practice if you are registered with one).

A Visit is not a fixed block of time, during which you can have your consultation with a VH medic. Our VH medics are not doctors by profession, they are a team of nurses, midwives, health care assistants,

phlebotomist, physiotherapists and chiropodists. We have private General Practitioners and Consultants who work in our team on an ad hoc basis.

You can choose to book a number of Services in advance, which we refer to as a Visit. There is no maximum number of Services that you can book in advance of your Visit. You can request a Visit on your chosen date and time (subject to availability) via the Platform.

After you have requested a Visit via the Platform you will be sent written confirmation of the Visit in the form of an email or via a phone call. If you do not receive such confirmation not less than twenty-four (24) hours of requesting your Visit (or, in the case of same day Visits, not less than four (4) hours prior to the start of your intended Visit) please contact us (see Section 2) to check we have received your booking request. Please note, we do not offer Visits under 4 hours' of you making a request.

Your right to make a change to a Visit once booked. If you wish to make a change to the date or time of your Visit you should do this via the Platform as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the date or time of your Visit or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you can cancel your Visit.

**Our duty if we make changes to a Visit once booked.** We will advise you by email or via the phone as soon as possible if we have to amend, change or cancel any Visit that you have booked.

**Refunds.** You are entitled to a full refund should we cancel your Visit. Should you cancel your Visit within less than 4 hours' prior to the scheduled Visit time, we will refund you for any Services you have previously paid for less the Visit fee which you would have paid for when you booked the Visit.

If you want a Visit or medical service rendered as soon as possible on the same day, you will need to contact the office on 0207 776 9096. The waiting time and all other times estimates provided and/or published on the Platform are based on our system's best estimates having reviewed live activity and usage statistics. You accept that the waiting time and all other time estimates are provided as a guide only and do not guarantee provision of the Services, or that a connection with a VH medic will be made within certain time parameters, or within a given time period or at all. You accept that we will not refund fees based on waiting times or any other time estimates being inaccurate.

VisitHealth does not offer a prescription provision or fulfilment service. Prescriptions will only be issued by Practitioners where it is appropriate, legal, responsible and professionally recommended in the circumstances and as the result of discussion and mutual agreement between you and the Practitioner.

You may not be able to choose the VH medic for your Visit unless we make this option available to you on the booking form, which we may do from time to time at our sole discretion. We do not make any guarantee whatsoever as to the availability of any single VH medics at any time.

We do not make any representation nor give any warranties regarding any Practitioners' training, qualifications or skill, although we do, as required by the CQC and UK law, make appropriate checks to ensure that each Practitioner and VH medic has a current and valid registration with their respective professional bodies and a right to practice in the UK.

#### SAFE USE OF THE SERVICES

To ensure you are able to use the Services safely and in accordance with these Terms, you must: provide full and accurate information about your medical history and current symptoms (to the VH

medic during a Visit and by uploading relevant information in the chat box or any contact form, as applicable). Failure to provide full information may impact on our ability to:

- provide the Services and the ability of the VH medic to make a full assessment of your health and care needs;
- comply with our Fair Usage Policy (see Schedule 1, below) at all times;
- not use the Services for any inappropriate purposes (including, without limitation, to obtain clinically inappropriate medical information or prescription);
- follow instructions given to you by our VH medic and/or by one of our Doctors who you had been referred to with your implied consent;
- follow instructions on any medicine or healthcare product, advice, required or recommended to you by our VH medic and/or by a Practitioner;
- seek further medical advice if you have any concerns about the information given to you on the day our VH medic and/or by a Practitioner; or if your condition changes; and
- seek immediate medical assistance if you suffer adverse or unexpected effects of any treatment, medicine or healthcare product recommended to you by our VH medic and/or by a Practitioner.

Your Account with VisitHealth and its details must be secured by you and your password not shared. You remain solely responsible for the details and contents that is kept in your Account at all times.

# CONNECTIVITY

For details of the technical requirements to access and use of the chat facility, please contact our office on 0207 776 9096.

#### YOUR VISITHEALTH ACCOUNT

In order to register or contact us for an account via the Chat forum or online booking facility ('Account') and the Services you represent and warrant that you:

- are at least eighteen (18) years of age; and
- have capacity to accept and agree to these Terms.

To register with us you are required to provide accurate and complete information, including your first and last name, email address, postal address, mobile telephone number and landline number and any other information that we specifically request. You must keep your Account details up to date at all times. We reserve the right to terminate any Account which (at any time) does not include a valid email address, mobile telephone or landline number on file as part of that individual's Account. Both the email address and mobile/landline telephone number must be stored in the profile for your Account. Please note: this does not affect our conformity with all relevant UK laws regarding the keeping, maintenance and protection of medical/patient records.

We may contact you by telephone, post or email to verify your identity or other Account information and 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 this information in the manner requested within seven (7) Working Days of the request, we reserve the right to suspend, discontinue or deny you access to and use of the Platform and the Services until the information is provided to our reasonable satisfaction.

You can only register one Account to use the Platform and the Services. If you use multiple accounts for the Services, this will mean that records of your care may be inaccurate, and you may put the safety and quality of your future care at risk.

Where you upload any personal health information to the Platform and the Services which you have obtained from a third-party health service provider, you warrant that such information is provided lawfully and has not been tampered with.

**Keep your log-in details confidential**. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat this as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you know your user identification code or password, you must promptly Contact Us.

You are solely responsible for all activity that occurs on your Account and you must notify us immediately if you become aware of any unauthorised use of your Account or if your login details are lost or stolen. We shall not be liable for any losses that you incur as a result of any unauthorised use of your Account.

We reserve the right to monitor your use of the Platform and/or the Services and to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms or if we suspect any unauthorised use or misuse of the Platform and the Services.

# HOW WE MAY USE YOUR PERSONAL INFORMATION

For further information about how we use your personal information please see our Privacy Policy.

Your VisitHealth's electronic medical record ('EMR') is created for you to document and provide the requested and approved service to store and access your personal health information online, including:

- medical history;
- current health conditions;
- symptoms;
- complaints;
- allergies; and
- medications,

and for by our VH medic and/or by a Practitioner; to record the results of his or her consultations with you in accordance with his or her obligations under applicable UK law. Your Practitioner will attach to your EMR any information provided or collected as part of a Visit (which we may supplement with documents to be reviewed in the consultation by our VH medic and/or by a Practitioner (will not be able to directly save or add images/documents)). You will be able to share images with our VH medic and/or by a Practitioner; as part of the chat function in the consultation but these images will not then automatically be saved onto your records on the booking form. If you want a particular detail added to your EMR it is your responsibility to express this to your VH medic and/or by a Practitioner during a Visit. By using the Platform and the Services, you agree that VisitHealth and its team shall be permitted to use your EMR for the purposes of providing the Services and facilitating your care. Such use shall always be in compliance with applicable law and our Privacy Policy.

If you would like a copy of your VisitHealth EMR, you can request them for free by doing so in writing and sending it to our office administrator with a proof of identification like a passport or a full UK driver's

license. We recommend that you do this periodically so that they can share this information with other medical service providers and medical insurers as necessary.

By registering on the Platform and then providing "opt-in" consent to receive information resources and/or marketing communications, you are agreeing to the receipt of offers, promotions, surveys, newsletters and other information regarding medical and health-related topics, which may include links to other related websites.

If you do not wish to receive such communications, you may opt-out at any time by contacting our office by phone or sending an email to enquiries@visithealth.co.uk and selecting unsubscribe in the subject field.

You are not permitted to make any form of recording of any Visit yourself. This is to ensure the confidentiality of information and privacy as well of our VH medic and/or our Practitioner;

# WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time. Every time you wish to use our Platform and the Services, please check these Terms to ensure you understand the Terms that apply at that time. If we make any material changes to these Terms, we will try to give you reasonable notice prior to the change becoming effective. Any change will be effective immediately when the revised Terms are posted on the Platform. You should stop using the Platform and the Services if you do not agree to any changes.

These Terms were most recently updated in July 2019. To obtain an historic version of these Terms please Contact us via phone or email. We recommend that you print and keep a copy of these Terms.

# WE MAY MAKE CHANGES TO THE PLATFORM AND THE SERVICES

We may update and/or make changes to the Platform and/or the Services from time to time, for example, to reflect changes in your needs and/or our business priorities, security updates or any legal or regulatory changes. We will try to give you reasonable notice of any major changes in advance. If you are not happy with the proposed changes and would not like to be contacted, then you may contact us and let us know of your decision.

We may make updates to the App that will be available to you soon from time to time which may for example contain vital security updates. We therefore recommend that you regularly update the App if you have downloaded a version of it to your own device, in order to take advantage of the improvements and fixes made by these updates. You may need to update the App if you have downloaded a version of it to your own device in order to continue to use the Services and you may have to accept a new version of these Terms when you update the App.

# WE MAY SUSPEND OR WITHDRAW THE PLATFORM AND THE SERVICES

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform and the Services for business and operational reasons, including (without limitation) for technical or security reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If we need to suspend access to the Platform and the Services at any time prior to any Visit that you have already booked, we will notify you in advance (unless the suspension is due to unforeseen circumstances such as emergency maintenance) and arrange a new Visit for you as soon as possible.

We reserve the right to suspend or terminate your access to the Platform and the Services at any time, without notice and without us bearing any liability to you, if we reasonably believe you have breached any of these Terms. In such circumstances, any Visits that you have already booked will be cancelled.

#### **TEMPORARY USE LICENCE GRANTED**

While you are logged into your Account, you are able to use the Platform and the Services for your own personal, non-commercial use only.

You are also granted a licence to download or stream a copy of the App as soon as it is available (and any documents provided on or in relation to the Platform or the Services) onto your Device and to view, use and display the App on such Device for your own personal, non-commercial purposes only. The terms of this licence are set out in the End User Licence Agreement which you must accept when downloading the App.

These are both limited licences and you may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Platform and the Services, create any works based on the Platform or commercially exploit the Platform or the Services in any way. This includes (but is not limited to) selling, reselling, reproducing, duplicating or copying the Platform and/or the Services and the use of any data mining, gathering or extraction tool. Any of these uses will result in your licence being terminated and you will no longer be authorised to use the Platform and the Services.

### **PROBLEMS**

Please see out FAQs section on our website for further information about Extended Sessions, Late Arrivals, Missed Visits and Disruptions and/or technical issues.

#### **DISCLAIMERS**

Medical Disclaimers: You should 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 Platform and the Services.

VisitHealth does not guarantee that a visit without you following the advice of your VH medic is the best course of accessing advice or indeed the appropriate course of treatment for your particular healthcare concern or medical issue. 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). In an emergency, you should contact your nearest emergency services centre immediately.

Content Disclaimers: Any information on our Platform and the Services or in any communications from us (other than advice provided by our VH medic or Practitioner during a Visit) is for general educational and informational purposes only and is not intended to amount to advice on which you should rely. Such information should not be relied upon as a substitute for seeking appropriate individual medical advice or services.

Although we make reasonable efforts to update the information on the Platform and the Services, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform and the Services is accurate, complete or up to date. We accept no responsibility for any

consequences relating directly or indirectly to any action or inaction you take based upon such information.

General Disclaimers: We make no warranty that the Platform or the Services will meet your requirements or that the chat services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected. We are not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

We will take all reasonable precautions to protect against failure of our equipment and software and will perform regular back-ups of all data stored. You acknowledge and accept 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 Platform and/or the Services, in which circumstances any booked Visits shall be deemed a Disrupted Visit.

We do not guarantee that the Platform or Chat facility will be secure or free from bugs or viruses. You are responsible for configuring your Devices in order to access the Platform. You should use your own virus protection software.

We make 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 via the Platform or the Services provided.

We do not endorse the promotions, products or services of any third parties, nor do we warrant or validate the accuracy of any third-party advertisements, promotions, communications or other materials. We do not assume any responsibility or liability for the accuracy of information contained on any third-party web sites.

# **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are 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 the contract was made, both we and you knew it might happen.

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

In case that our Practitioners are independent contractors are not employees of VisitHealth. We ensure that each of the Practitioners holds appropriate medical indemnity insurance to cover them in respect of claims arising from the provision of medical advice by them via the Platform and the Services.

If defective digital content which we have supplied damages your Device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9

No liability for inability to use the Platform and the Services / reliance on any content. Subject to 'We do not exclude or limit in any way our liability to you where it would be unlawful to do so we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in connection with your use of or reliance on any content displayed on the Platform.

We are not liable for business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### CIRCUMSTANCES OUTSIDE OUR CONTROL

We shall not be responsible if the supply of the Services is delayed or prevented by circumstances outside our reasonable 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. Where the delay means that we cannot supply the Services in respect of a Visit that you have already booked, we will try to offer you an alternative Visit. If there is a risk of substantial delay, you may Contact us to cancel your Account and/or cancel any Visits.

# TERMINATION OF OUR CONTRACT WITH YOU AND CONSEQUENCES

Our right to terminate. We may end the contract between us, terminating your right to use the Platform or the Services, if:

- 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;
- you seriously (as determined by us) or repeatedly breach any of these Terms or our Fair Usage Policy (see Schedule 1, below).

You must compensate us if you break the contract. If we end the contract in the situations set out in the circumstances above, we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will try to let you know in advance of our stopping the supply of the Services.

We will advise you of any termination or suspension via the contact email held as part of your Account.

You may cancel a Visit and/or cease using the Platform and the Services at any time. If you cancel the visit less than 24 hours before the scheduled appointment, the visit fee is non-refundable. If you cancel postal order with us, the postal fee charge is non-refundable when package is despatched.

You may cancel a Visit / terminate Services via the Platform and the Services or by Contacting Us.

On termination of your Account for whatever reason, we have the right to delete all data, files or other information relating to you that we store or control for any reason, subject to UK law concerning the keeping and maintenance of your EMR and relevant data protection laws.

# **INTELLECTUAL PROPERTY**

We are the owner or the licensee of all intellectual property rights in the Platform and the Services, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Platform and the Services for your personal (non-commercial) use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Platform and the Services must always be acknowledged.

If you print off, copy or download any part of our Platform in breach of these Terms or otherwise breach our intellectual property rights, your right to use our Platform and the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### OTHER IMPORTANT TERMS

We may transfer our rights and obligations to someone else. We may transfer our rights and obligations under these Terms 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 under the contract you have with us.

You need our consent to transfer your rights 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.

No other person shall have any rights to enforce any of these Terms.

If a court finds part of these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, 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.

Which laws apply to these Terms and where you may bring legal proceedings. These Terms are governed by English law and you can bring legal proceedings in respect of the Platform and/or the Services in the English courts. If you live in Scotland, you may alternatively bring legal proceedings in Scotland. If you live in Northern Ireland, you may alternatively bring legal proceedings in Northern Ireland.

# **DEFINITIONS**

The following defined terms apply to these Terms.

**Device** means the computer, laptop, smartphone or tablet computer that you use to connect to the Platform.

**EMR** means your Electronic Medical Records which are kept only for the purposes of the service we provide.

11

**Private Patient** means a self-funded patient who accesses the Services in accordance with the terms for Private Patients.

**Services** has the meaning set out above and as further described the Platform and the Services.

**VH medic(s)** means the participating member of our Multi-disciplinary Team(s) who give medical advice and provide you with related administrative services including referrals and render care, treatment and diagnostics.

**Visit** means a pre-determined time and face to face appointment with our VH medics and can also include any pre booked Services e.g. coagulation markers and urinalysis, such Services are listed on our Platform.

**You** mean the individual using the Platform to access the Services.

**Working Day** means a day that is not a Saturday, Sunday or public holiday, when the banks in London are open for business.

#### **SCHEDULE**

Our Fair Usage Policy is designed to prevent fraud, abuse of Memberships and to ensure that everyone who wishes to use our Services is able to access a UK doctor as fast and safely as possible.

You are not permitted to (or permit anyone else to):

- use the Platform or the Services in any unlawful or fraudulent way and/or for any unlawful, fraudulent or inappropriate purpose;
- use the Platform or the Services for the purpose of harming or attempting to harm minors in any way;
- post or transmit a message (written, verbal or via video) under a false name or use our network resources to impersonate another person or misrepresent authorisation to act on behalf of others (including but not limited to Practitioners) or VisitHealth. All messages transmitted via the Platform should correctly identify the sender and you may not attempt to alter the origin of email messages or postings;
- allow another person or entity to use your Account, username or password (unless a permitted minor or legal carer);
- market, promote or solicit the Services except as expressly permitted by these Terms;
- distribute chain letters or unsolicited bulk electronic mail ("spamming") via the Platform, to VisitHealth or to any third party allegedly on behalf of VisitHealth;
- attempt to undermine the security or integrity of computing systems or networks of VisitHealth, the Platform or any sites or service forms accessed through or via the Platform, and you must not attempt to gain unauthorised access;
- harvest or collect data about any other individual who uses the Platform and the Services;
- 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 Platform and/or the Services;
- tamper, hack, spoof, copy, modify or otherwise corrupt or attempt to gain unauthorised access to the administration, security or proper function of the Platform and/or the Services, or the

- server on which the Platform or related materials are stored, or any server, computer or database connected to the Platform. You will not use robots or scripts with the Platform;
- 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 Platform. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting;
- upload or provide any information to the Platform and the Services or any Practitioner in breach
  of any third party's intellectual property rights and/or any obligation of confidentiality or
  contractual duty owed to any third party; or
- reproduce, duplicate, copy or sell any part of the Platform in contravention of the provisions of our Terms.

When we consider that a breach of this Fair Usage Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Fair Usage Policy constitutes a material breach of our Terms upon which you are permitted to use our Platform and the Services, and may result in our taking all or any of the following actions (at our sole discretion):

- Deletion of any information provided by you that we deem in our sole discretion to be fraudulent, abusive, defamatory, obscene or in violation of any third-party intellectual property right.
- Suspension or termination of your contract for the Services / Membership. Where we consider
  it reasonable and at out complete discretion, we may provide you with a notice of improper
  behaviour before suspending, terminating or offering alternative Services, as we deem
  appropriate.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- We exclude our liability for all action we may take in response to breaches of this Fair Usage Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.
- Download the VisitHealth app as soon as it is available, it will be free to use for iPhone, iPad and Android.
- Payments accepted from Visa, MasterCard and PayPal.

CONTACT US 0207 776 9096 or START LIVE CHAT