

## Patient Terms & Conditions

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(Last updated 17th July 2020)

### GENERAL

Medstars' aim is to transform and improve access to healthcare.

Any reference to "Medstars", "our", "us" and "Company" are references to Medstars Limited, a limited company registered in England and Wales (company number 08982663). See section 1 for further information about Medstars Limited.

These terms cover all the services we provide to you through our Medstars Connect App ("**App**"). The terms and conditions on this page together with the App Privacy Policy are referred to as ("**Terms**"); references to particular clause numbers on this page are references to the clauses on this page rather than in the App Privacy Policy on which Medstars provides access to the App to you, as well as associated services.

Our App Privacy Policy sets out how your personal information will be used by us, this policy can be accessed via the App.

Please read these Terms carefully so you understand them before using the App. Before registering you will be asked to agree to these Terms. If you refuse to accept these Terms, you are not permitted to use the App.

References in these Terms to "you" are collectively to: (1) you as the user (User) of this App; as well as (2) to any third party on whose behalf the User is requesting a patient appointment via the App (in such circumstances the User confirms that he or she is also acting as an authorised agent to bind such patient to the Terms (unless the patient is a minor, in which case the references to "you" are to you as the patient's authorised representative; in such circumstances you also agree that the patient will not undertake any act or omission which if undertaken by you would constitute a breach of the Terms).

References in these Terms to "medical practitioners" refer to individuals with whom you conduct video and voice consultations or text consultations via the App.

You should print a copy of these Terms or save them to your computer for future reference. Medstars amends these Terms from time to time as set out in clause 9. Every time you wish to use the App, please check these Terms to ensure you understand the terms which will apply at that time. If Medstars makes any changes, Medstars will confirm the date that any updated

Terms were uploaded as well as the clauses which were changed in this paragraph. These Terms are version 17th July 2020.

These Terms, and any Contract between you and Medstars, are only in the English language.

**We would like to remind you that:**

- **We provide chat and video services to allow you to connect to medical practitioners via our App**
- **Medstars does not provide health or medical advice**
- **Your medical practitioner is responsible for the health and medical advice given to you, not Medstars**
- **Charges for health services provided to you by the medical practitioner are a separate contract between you and that medical practitioner, clinic or hospital.**
- **This App is not suitable for managing medical emergencies**
- **Some medical conditions are not suitable for remote video or chat consultations**
- **This App is not suitable for unrestricted use by persons under 16 (see section 7)**

## 1. INFORMATION ABOUT MEDSTARS

1.1 Medstars operates the App. Medstars is Medstars Limited, a company registered in England and Wales under company number 08982663 and with its registered office at The Oakley, Kidderminster Road, Droitwich WR9 9AY. Its main trading address is iCentrum, Innovation Birmingham Campus, Holt Street, Birmingham B7 4BP. Its VAT number is 185 7417 74.

1.2 Contacting Medstars or you:

(a) If you wish to contact Medstars for any reason, including because you have any complaints, you can contact Medstars by telephoning its customer service team at 0330 088 9279 or by e-mailing Medstars at [hello@medstars.co.uk](mailto:hello@medstars.co.uk).

(b) If Medstars has to contact you or give you notice in writing, Medstars will do so by e-mail or by pre-paid post to the address you provide to Medstars.

## 2. MEDSTARS SERVICES

2.1 We provide the following services using our App that include:

- Video and voice (“Video”) consultations with medical practitioners
- Encrypted text messaging (“Chat”) consultants with medical practitioners
- The ability to send and receive images and photos to and from medical practitioners via the chat service
- The ability to pay for private health services via the app. See section 6.

- The ability to accept or decline appointments from medical practitioners or their secretaries.

2.2 Medstars has not vetted the medical practitioners, see section 3, but all medical practitioners shown on its App are required to be registered with one of the UK's 9 statutory regulators:

- The General Chiropractic Council (GCC);
- The General Dental Council (GDC);
- The General Medical Council (GMC);
- The General Optic Council (GOC);
- The General Osteopathic Council (GOsC);
- The General Pharmaceutical Council (GPhC);
- The Health and Care Professions Council (HCPC);
- The Nursing and Midwifery Council (HCPC); or
- The Pharmaceutical Society of Northern Ireland (PSNI).

2.3 You should only accept video consultations or chat consultations with medical practitioners with whom you know or expect to receive a medical appointment from.

2.4 Some medical conditions are not suitable for remote consultations via our App, and you should always seek advice from a medical practitioner in person if you are unsure about whether you have been able to explain or communicate your medical needs through our App.

2.5 If you have a condition that your medical practitioner believes requires a physical examination or further tests then this App may not be suitable for the consultation. You should discuss this with your medical practitioner to arrange an alternative medical appointment.

2.6 You should not use our App in a medical emergency.

2.7 It is important for you to bear in mind that the Medstars App is just providing the platform for you to consult with a medical practitioner. The actual appointment booking and health services are an arrangement between you and your medical practitioner and as such governed by a separate contract between you and the medical practitioner, ("Medical Practitioner Contract").

2.8 As should be clear from clause 2.7 above, Medstars does not provide any assurance that you will actually obtain a video or chat consultation with a particular medical practitioner. Any such consultation will only be made when the respective medical practitioner confirms this with you under their Medical Practitioner Contract.

2.9 Medstars does not guarantee that its App, or any content on it, will always be available or be uninterrupted. Access to its App is permitted on a temporary basis. Medstars may suspend, withdraw, discontinue or change all or any part of its App without notice (except as otherwise

stated in these Terms). Medstars will not be liable to you if for any reason its App is unavailable at any time or for any period.

### 3. NO RELIANCE ON INFORMATION AND MEDICAL ADVICE

3.1 It is the sole responsibility of the medical practitioner to be eligible and capable of providing the appropriate medical advice, treatment, assistance or procedure.

3.2 You are ultimately responsible for choosing your own medical practitioner. Any arrangement, booking or contract for the provision of medical advice, assistance, diagnosis, treatment or procedure with any medical practitioner is made directly between you and the medical practitioner and Medstars is not a party to such an arrangement, booking or contract. You acknowledge and agree that any complaint, grievance or any claim you may have that is in any way connected with a medical practitioner and/or medical practitioner's practice must be addressed and/or brought directly against the medical practitioner and/or their practice and not against Medstars.

### 4. NO MEDICAL PRACTITIONER/PATIENT RELATIONSHIP

4.1 No licenced Medical Practitioner/patient relationship is created by using the App or through any other communications with Medstars. Medstars is simply an App in which you can communicate and engage with Medical Practitioners.

4.2 Medstars' has no control over, and cannot guarantee the availability of any Medical Practitioner at any particular time. We will not be liable for cancelled appointments, or any injury resulting or arising from or related to the use of the App whatsoever.

4.3 You are strongly advised to perform your own investigation on the Medical Practitioner prior to selecting the Medical Practitioner, including, but not limited to, by making confirmatory telephone calls to the appropriate licensing or certification authorities to verify listed credentials and by visiting the Medical Practitioner's practice during a working day, contacting and speaking with your current Medical Practitioner and the medical associations(s) relevant to the Medical Practitioner's specialty.

### 5. YOU ARE A CONSUMER

5.1 You confirm that you are a consumer and you agree that the User may only use Medstars' App if you are at least 18 years old.

5.2 Normally consumers have certain rights to cancel contracts made at a distance or over the internet. Since this contract is simply for allowing you access to Medstars' App and to accept appointments with medical practitioners (with the Medical Practitioner Contract being an

arrangement between you and the respective medical practitioner rather than Medstars, as referred to above in clause 2.7). Consequently, in Medstars' view a cancellation right is not applicable.

5.3 You are hereby requesting and consenting to Medstars to provide you with immediate access to the App and its services and you agree that you lose any right of withdrawal from acceptance of these Terms, once you have confirmed your agreement to the Terms.

## 6. PAYMENTS TO MEDICAL PRACTITIONERS

6.1 You remain liable for any fees or costs or other liabilities that you may incur with the medical practitioner by accepting a video or chat consultation.

6.2 When you pay a medical practitioner via the App for health services this payment is governed by the Medical Practitioner Contract you have agreed with that medical practitioner, see clause 2.7. Medstars does not receive that payment.

6.3 As per clause 6.2 above, any dispute or refund regarding the payment to the medical practitioner should be made directly with the medical practitioner and not with Medstars.

6.4 Medstars uses a third party, Stripe, to safely manage these payment services. See <https://stripe.com/gb/connect-account/legal>

6.5 You acknowledge and agree that Medstars' provision of the necessary payment platform infrastructure is via Stripe and that Medstars cannot be held liable for any losses that result from any defects or fraud regarding the payment of patient fees to your bank account.

6.6 Medstars does not charge you for accessing Medstars' App.

## 7. CHILDREN AND OUR SERVICES

7.1 Adults can use our services on behalf of children, but children shouldn't use our services themselves.

7.2 Children under 16 may be added to an adult account, as a dependent, by a parent or legal guardian.

7.3 A child may use the App's services if the parent or legal guardian supervises the child's use of our services at all times.

7.4 We may suspend services or terminate user accounts if we reasonably suspect that they are being used in breach of the restrictions in this Section 7.

## 8. HOW MEDSTARS USES YOUR PERSONAL INFORMATION

8.1 Medstars only uses your personal information in accordance with the Terms. Please take the time to read Medstars Privacy Policy (also available in the App), as it includes important terms which apply to you.

## 9. MEDSTARS' RIGHT TO VARY THESE TERMS

9.1 Medstars amends these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

9.2 Every time you access Medstars' App, the Terms in force at the time of your access will apply to the Contract between you and Medstars.

## 10. MEDSTARS' LIABILITY

10.1 If Medstars fails to comply with these Terms, Medstars is responsible for loss or damage you suffer that is a foreseeable result of Medstars' breach of these Terms or Medstars' negligence, but Medstars is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Medstars' breach or if it was contemplated by you and Medstars at the time Medstars entered into this Contract.

10.2 Medstars only makes available access to Medstars' App for domestic and private use. You agree not to use Medstars' Website for any commercial, business or resale purposes, and Medstars has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.3 Nothing in these Terms excludes or limits Medstars' liability for:

- (a) death or personal injury caused by Medstars' negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);
- (e) defective products under the Consumer Protection Act 1987; and
- (f) any liability which may not be lawfully limited or excluded.

10.4 Medstars does not provide any assurances in respect of the quality or services which you will receive from the respective medical practitioners, and any issues with regard to such quality of services is a matter for you to take up directly with the respective medical practitioner under the respective Medical Practitioner Contract.

10.5 You should use your own virus protection software. Medstars will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Medstars' App or to your downloading of any content on it, or on any website linked to it.

10.6 Medstars assumes no responsibility for the content of websites linked from Medstars' App. Such links should not be interpreted as endorsement by Medstars of those linked websites. Medstars will not be liable for any loss or damage that may arise from your use of them.

10.7 To the extent that Medstars is held to be legally liable to you, Medstars limits its total liability in respect of all claims and Contracts to you, collectively to a total sum of £10. Of course, this £10 limit does not apply to any liability falling within the scope of clause 11.3 above.

10.8 Nothing in these Terms affects your statutory rights.

## 11. EVENTS OUTSIDE MEDSTARS' CONTROL

11.1 Medstars will not be liable nor responsible for any failure to perform, or delay in performance of, any of Medstars' obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 11.2.

11.2 An Event Outside Our Control means any act or event beyond Medstars' reasonable control.

11.3 If an Event Outside Our Control takes place that affects the performance of Medstars' obligations under a Contract:

(a) Medstars will contact you (whether by way of a notice on Medstars' Website or otherwise) as soon as reasonably possible to notify you; and

(b) Medstars' obligations under a Contract will be suspended and the time for performance of Medstars' obligations will be extended for the duration of the Event Outside Our Control.

## 12. COMMUNICATION BETWEEN YOU AND MEDSTARS

12.1 When Medstars refers in these Terms to, "in writing", this will include e-mail.

## 13. TECHNICAL REQUIREMENTS FOR USING THE APP

13.1 The App includes software provided by people other than the Company, and uses certain data that you provide to it in order to work

13.2 The App operates only on iPhone version 4S or higher running iOS 10 or higher, or Android-enabled phones running Android v4.3 or higher. It requires a consistent 4G or faster data connection and does not operate reliably on 3G, GPRS or EDGE connections.

We recommend that if you are using a wireless network to access the App, you avoid use of public wi-fi facilities in favour of a personal wi-fi connection, and that the wireless network is secured with WPA-2 security. We recommend that the device from which you access the App is password protected, set to lock after a short period of inactivity, and protected with suitable anti-virus and anti-malware software.

13.3 From time to time, updates to the App may be made available to you. We recommend that you use the latest version of the App at all times, to take advantage of the latest enhancements. Depending on the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

## 14. OUR BRAND AND CREATIVE MATERIAL

14.1 We own copyright and other intellectual property rights in the App, Websites, our services and their content ("Medstars IPR").

14.2 You are permitted to use Medstars IPR in order to receive our services, store it on your device and print copies of it for your personal use. You may communicate material containing Medstars IPR to your medical practitioner. You are not permitted to copy, distribute or make any business use of Medstars IPR. You must not remove or obscure any notices regarding Medstars IPR.

The Medstars mark, logo, combined mark and logo and other marks indicated in our App are our trademarks of the Company or its affiliates in the United Kingdom and other countries. Other graphics, logos, page headers, button icons, scripts, and service names are trademarks of other businesses or our affiliates or partners.

## 15. LICENCE AND APP USE

15.1 You are allowed to use the App but not copy it or distribute it

15.2 We grant you a limited licence to access and make personal use of the App and not to modify it, or any portion of it, except with our express written consent of Medstars. This licence does not include any resale or commercial use of the App or its contents; any derivative use of the App or its contents; or any use of data mining, robots, or similar data gathering and extraction tools.

15.3 The App or any portion of the App may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.



15.4 Any unauthorised use terminates the permission or licence granted by Medstars.

15.5 You may not use any logo or other proprietary graphic or trademark of ours, our partners or affiliates without our express written permission.

15.6 The App or any service may contain links to other independent third party websites (“Third party Sites”). Third party Sites are not under our control, and we are not responsible for and do not endorse their content. You will need to make your own independent judgement regarding your interaction with any Third party Sites, including the purchase and use of any products or services accessible through them.

15.7 If any open-source software is included in the App, the terms of an open-source licence may override some of the terms set out in this section.

15.8 You acknowledge and agree that Medstars’s provision of the necessary platform infrastructure and end user data storage for the Services will be through Amazon Web Services (“AWS”). Notwithstanding anything to the contrary in these terms, to the extent that the Services include services provided by Amazon, Medstars shall pass-through the commitments from Amazon with respect to using AWS for the Services, and Medstars’s sole obligation with respect to the use of AWS with the relevant Services is to enforce its rights against Amazon on behalf of itself and you. Medstars is not liable to you if Medstars is unable to obtain remedies from Amazon.

## 16. OTHER IMPORTANT TERMS

16.1 Medstars may assign the Contract to another organisation. Medstars will always notify you in writing or by posting on this Website if this happens. Medstars may also subcontract any of its obligations at any time without notice.

16.2 You may only transfer your rights or your obligations under these Terms to another person if Medstars agrees in writing.

16.3 This Contract is between you and Medstars (except as provided in Clause 13.2 above). No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Medstars and you will not need any third party’s consent to cancel or make any changes to these Terms.

16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.5 If Medstars fails to insist that you perform any of your obligations under these Terms, or if Medstars does not enforce its rights against you, or if Medstars delays in doing so, that will not

mean that Medstars has waived its rights against you and will not mean that you do not have to comply with those obligations. If Medstars waives a default by you, Medstars will only do so in writing, and that will not mean that Medstars will automatically waive any later default by you.

16.6 These Terms constitute the entire agreement between you and Medstars and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

16.7 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

16.8 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

16.9 Please note that these Terms are governed by English law. This means a Contract and any dispute or claim arising out of or in connection with it will be governed by English law. You and Medstars both agree that the courts of England and Wales will have non-exclusive jurisdiction.