

Practitioner Terms & Conditions

(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 or your" are to you the medical practitioner registering on Medstars' Website. References to "patients" refer to individuals with whom you have video and voice consultations or text consultations who seek advice and medical advice from you using the app. References to "secretary or secretaries" refers to any individual(s) with whom you have given access to the App to organise consultations with patients on your behalf, 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 patients via our App**
- **Medstars does not provide health or medical advice**
- **You, as a medical practitioner, is responsible for the health and medical advice given by you to patients, not Medstars**
- **Charges for health services provided by you for patients are a separate contract between you and that patient**
- **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.

(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 between medical practitioners and patients
- Encrypted text messaging (“Chat”) consultants between medical practitioners and patients
- The ability to send and receive images and photos to and from medical practitioners via the chat service
- The ability for patients to pay you for private health services via the app. See section 6.
- The ability for patients to accept or decline appointments sent to them by you or your secretaries.

2.2 Medstars offers this App to permit patients (who are consumers rather than businesses) to conduct remote consultations with registered medical practitioners. You will therefore not use the App for making any appointments with businesses.

2.3 By agreeing to these Terms, you are confirming that:

- You are a medical practitioner;
- You have a valid registration 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);
- There are no circumstances of which you are aware, or of which you should reasonably be aware, that would prevent you from continuing to:
 - be a medical practitioner with one of the above statutory regulators;
 - practice medicine in the area of medicine or healthcare which you have indicated, or will indicate, in your registration form on the App (Registration Form);
- All of the details which you submit on Medstars' App and Registration Form is complete and accurate.

2.4 Medstars does not vet medical practitioners who use the App. However, if we believe you are in breach of clause 2.3 or where Medstars receives any complaints about you of a serious nature, Medstars reserves the right to terminate the Medstars' Contract with you and remove your details from the App, so that no further appointments can be made with you via the App.

2.5 You need to bear in mind that you will be responsible for any consequences arising from your services. You agree that you will meet all such liability arising from your services, whether that is to the respective patient, Medstars or any other third party.

2.6 Some medical conditions are not suitable for remote consultations via our App. If this issue arises before or during your consultation and you should discuss this with your patient and arrange an alternative medical appointment.

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

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

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

2.10 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.

2.11 You and your practice shall, and shall make sure that its officers, employees, agents and service providers shall:

(a) at all times comply with all anti-corruption laws applicable to them, including without limitation the Bribery Act 2010; and

(b) not directly or indirectly offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of the contract between you and/or your practice and Medstars and/or to obtain any benefit for Medstars which would violate any anti-corruption laws applicable to the and/or your practice or us.

2.12. If in our sole discretion we determine that you and/or your practice have breached clause 2.11 we may:

- immediately terminate the contract between you and/or your practice and us by giving you and/or your practice written notice; and
- you and/or your practice shall indemnify us and hold us harmless on demand against any and all claims, demands, actions, proceedings, awards, compensation costs (including legal costs and disbursements on a full indemnity basis), expenses, damages, losses, fines, fees, costs and other liabilities of whatsoever nature brought against us arising out of or in connection with such breach.

2.13 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 you, the medical practitioner, to be eligible and capable of providing the appropriate medical advice, treatment, assistance or procedure.

3.2 Any arrangement, booking or contract for the provision of medical advice, assistance, diagnosis, treatment or procedure with any patient is made directly between you and the patient 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 patient and/or your practice as a medical practitioner must be addressed and/or brought directly against you and/or your clinic or hospital 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 Patients.

4.2 Medstars' has no control over, and cannot guarantee the availability of any patient 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.

5. YOU ARE A BUSINESS

5.1 You confirm that you are entering into this Contract as a business and not as a consumer.

5.2 You accept that patients are using the App to obtain remote consultations with you as consumers. Consequently, you acknowledge that they may have cancellation rights by law in respect of any appointments made with you in relation to the Medical Practitioner Contract, and it is your responsibility to provide them with notification of their respective cancellation rights and notices and be responsible for the amount of any refunds to be provided to them should they cancel any bookings with you.

5.3 You accept that if a patient decides to cancel a booking with you, that does not affect your obligation to make the respective payment to Medstars as referred to in these Terms.

6. PAYMENTS TO MEDICAL PRACTITIONERS

6.1 You may charge patients fees for the video consultation, chat consultation or health services provided by you through the App. The patient will pay these fees when they accept and confirm the appointment with you.

6.2 When you charge a patient via the App for health services this payment is governed by the Medical Practitioner Contract you have agreed with that patient, 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 you from the patient should be resolved directly between yourself and the patient and not with Medstars.

6.4 Medstars uses a third party, Stripe, to safely manage these payment services. You will be required to provide Stripe your banking and some identification documents to accept these payments into your bank account. This process can take 24 hours to approve.

6.5 The monies received into your bank account will be subject to Stripe's standard card administration charges which are available on Stripe's website. See <https://stripe.com/gb/connect-account/legal>

6.6 In the UK payouts from patients to your bank account are made daily and contain payments processed seven calendar days prior. For example, payments received on a Tuesday are paid out by the following Tuesday. Payout timings for other countries will vary.

6.7 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.

7. PAYMENTS TO MEDSTARS

7.1 Downloading the App is free.

7.2 Medstars will charge you a fee for the use of video or chat consultations with patients paid for by either debit or credit card via the Stripe payment platform.

7.3 Prices for the video and chat consultations vary and depend on the package purchased. A package defines the number of video and chat consultations that you have purchased and their expiry date. These packages are available to be viewed in the App.

7.4 One consultation is spent when you offer a patient a video or chat consultation. If the patient declines or fails to confirm the consultation with you the consultation is refunded to your balance.

7.5 If a patient fails to attend after accepting a video or chat consultation Medstars cannot be held liable. This consultation is not refunded to your balance of consultations.

7.6 A video or chat consultation includes a number of messages by sms, email and mobile phone notification in order to help manage the appointment and help ensure both you and the patient are available to conduct the remote consultation at the correct time. These messages are only sent if each User consents to receive these messages. Consent preferences are managed in the notification section of the App.

8. CHILDREN AND OUR SERVICES

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

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

8.3 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.

8.4 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.

9. HOW MEDSTARS USES YOUR PERSONAL INFORMATION

9.1 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.

10. MEDSTARS' RIGHT TO VARY THESE TERMS

10.1 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.

10.2 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.

11. MEDSTARS' LIABILITY

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

- (a) death or personal injury caused by Medstars' negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) for any liability which may not be lawfully limited or excluded.

11.2 Subject to clause 7.2, Medstars will under no circumstances whatsoever be liable to you, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for (whether any of the following are held to be direct, indirect, consequential, incidental or other types of losses):

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

11.3 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' Website or to your downloading of any content on it, or on any website linked to it.

11.4 Medstars assumes no responsibility for the content of websites linked from Medstars' Website. 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.

11.5 Except as expressly stated in these Terms, Medstars does not give any representation, warranties or undertakings in relation to your use of Medstars' Website and any associated services. Any representations, conditions, assurances or warranties which might be implied or incorporated into these Terms by statute (including without limitation, any implied terms in relation to satisfactory quality or fitness for purpose), common law or otherwise are excluded to the fullest extent permitted by law.

11.6 To the extent that Medstars is held to be legally liable to you, Medstars' total aggregate liability to you in respect of all claims arising under or in connection with the Contract, whether such claims arise in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of: (1) the total fees which you have paid to Medstars with respect to the package of consultations purchased; and (2) £250; (for the avoidance of doubt, and by way of illustration, if there are two claims in which you have paid Medstars £250, Medstars' aggregate liability to you in respect of those two claims will be £250 in total and not £250 per claim).

11.7 You agree that you may not bring any claim against Medstars more than 3 months after the cause of the claim arose (namely no longer than 3 months after Medstars' wrongdoing).

11.8 For the avoidance of doubt, the respective limitations and exclusions of liability referred to in the Contract apply to claims whether arising in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise.

12. EVENTS OUTSIDE MEDSTARS' CONTROL

12.1 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.

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

12.3 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.

13. COMMUNICATION BETWEEN YOU AND MEDSTARS

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

14. TECHNICAL REQUIREMENTS FOR USING THE APP

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

14.2 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.

14.3 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.

14.4 The browser desktop version of the App for the medical practitioner or secretary requires the latest versions of either Chrome or Safari together with a connected video camera and microphone and speaker.

15. OUR BRAND AND CREATIVE MATERIAL

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

15.2 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 patients, colleagues, clinics or hospitals. 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.

16. LICENCE AND APP USE

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

16.2 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.

16.3 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.

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

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

16.6 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.

16.7 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.

16.8 You acknowledge and agree that Medstar'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.

17. OTHER IMPORTANT TERMS

17.1 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.

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

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.