

## **Terms and conditions of use of our Website**

### **1. Introduction**

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy](#).

### **2. Copyright notice**

- 2.1 Copyright (c) 2015 MEDitsimple LTD.
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### **3. Licence to use website**

- 3.1 MEDitSimple allows you to search for Health Specialists on the Website by speciality, name, practice, location, reason for visit, and moment of the day and to schedule appointments with Health Specialists. You may also access information on Health Specialists and their practices.
- 3.2 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;

- (d) stream audio and video files from our website; and
- (e) use our website services by means of a web browser,
- (f) search for health professionals by Name, practice, location, gender, reason for visit, speciality, spoken language and sort them by distance.
- (g) Search for appointments sorting them by time, practice, location, gender, reason for visit, speciality, spoken language, distance and
- (h) Book and manage (cancel or reschedule) an appointment with a health professionals who has provided his availabilities on the website.

subject to the other provisions of these terms and conditions.

3.3 Except as expressly permitted by Section 3.2 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not, without our consent:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute content that we may have posted on our BLOG ([www.meditssimple.com/blog](http://www.meditssimple.com/blog)) from in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- (g) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any Content, or on any website linked to it.

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities, except as stated in Section 3.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, up to date, current, complete and non-misleading.

## **5. Registration and accounts**

5.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age.

5.2 You may register for an account as a user with our website by completing and submitting the account registration form on our website. If you register as a user (as opposed to a health professional), an SMS with a PIN code will be sent to your phone number. Entering the PIN code on our website will finalise your account creation as a patient.

5.3 You may register for an account as a health professional with our website by completing and submitting the account registration form on our website. If you register as a health professional (as opposed to a user), a

letter to your personal name with a PIN code will be sent to the address of the practice that you named during your registration. Entering the PIN code on our website will finalise your account creation as a health professional.

- 5.4 You must not allow any other person to use your account to access the website.
- 5.5 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 5.6 You must not use any other person's account to access the website, unless you have that person's express permission to do so as stated in our [Privacy and Cookies policy](#).

## **6. User IDs and passwords**

- 6.1 If you register for an account with our website, you will be asked to choose a password.
- 6.2 You must keep your password confidential.
- 6.3 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 6.4 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **7. Cancellation and suspension of account**

- 7.1 We may:
  - (a) suspend your account
  - (b) cancel your account;at any time in our sole discretion without notice or explanation.
  - (c) suspend your account if you book three consecutive appointments with a health professional without showing up.
- 7.2 You may cancel your account on our website logging in your account and using your control panel on the website. All data will be the deleted from our Database.

## **8. Your content: licence**

- 8.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files)

that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

- 8.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your public content in any existing or future media on and in relation to this website and any successor website. This includes what you have written on your personal public page as health professional or a practice manager or any content you may have submitted to our blog news.
- 8.3 You grant to us the right to sub-license the rights licensed under Section 8.2.
- 8.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.
- 8.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
- 8.6 You may edit your content to the extent permitted using the editing functionality made available in your profile for health professionals and your account on our website or by contacting us on [contact@meditsimple.com](mailto:contact@meditsimple.com).
- 8.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **9. Your content: rules**

- 9.1 You warrant and represent that your content will comply with these terms and conditions.
- 9.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 9.3 In general, your content, and the use of your content by us in accordance with these terms and conditions, must not:
  - (a) be libellous or maliciously false;
  - (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate, old or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent.
- (r) threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory;
- (s) cause annoyance, inconvenience or needless anxiety to any person.

#### **10. Health professional and practices responsibilities using our website**

Using our Website, you must not:

- a) Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- b) Add content that is not intended for, or inaccurate for, a designated field
- c) Use an image that is not your likeness for your profile;
- d) Create a false identity on MEDitSimple;
- e) Misrepresent your current or previous positions and qualifications;
- f) Misrepresent your affiliations with a person or entity, past or present;

- g) Misrepresent your identity, including but not limited to the use of a pseudonym;
- h) Create a Member profile for anyone other than yourself, except if you have the other person's express consent to do so or the legal right to do so (e.g. Parents creating a profil for a child).
- i) Use or attempt to use another's account;
- j) Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- k) Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- l) Disclose information that you do not have the right to disclose (such as confidential information of others (including your prcatice));
- m) Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- n) Post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unauthorized by MEDitSimple;
- o) Post anything that contains software viruses, worms, or any other harmful code;
- p) Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- q) Create profiles or provide content that promotes escort services or prostitution.
- r) Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- s) Copy or use the information, content or data on MEDitSimple in connection with a competitive service (as determined by MEDitSimple);
- t) Copy, modify or create derivative works of MEDitSimple, the Services or any related technology (except as expressly authorized by MEDitSimple);
- u) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- v) Imply or state that you are affiliated with or endorsed by MEDitSimple without our express consent (e.g., representing yourself as an accredited MEDitSimple Health Professional);
- w) Sell, sponsor, or otherwise monetize a MEDitSimple Group or any other feature of the Services, without MEDitSimple's consent;

- x) Deep-link to our Services for any purpose other than to promote your profile or a Practice on MEDitSimple, without MEDitSimple's consent;
- y) Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- z) Collect, use, copy, or transfer any information obtained from MEDitSimple without the consent of MEDitSimple;
- aa) Share or disclose information of others without their express consent;
- bb) Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;

## **11. MEDitSimple does not provide Medical advice**

- 11.1 The Content on our Website is provided for education, scheduling and general information only. All medically related information, including but not limited to information shared via MEDitSimple blog, official MEDitSimple social channels, MEDitSimple emails and text messages, and MEDitSimple advertising, comes from independent healthcare professionals and organizations or is publicly available and is for information purposes only.
- 11.2 THE CONTENT, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL AND 999.
- 11.3 YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF MEDICAL CARE.
- 11.4 We do not recommend or endorse any specific tests, Healthcare Providers, procedures, opinions, or other information that may appear through the Services. If you rely on any Content provided through the Services, you do so solely at your own risk.



## **12. The user is ultimately responsible for choosing his/her own healthcare provider**

12.1 MEDitSimple uses reasonable efforts to ensure that Healthcare Providers only participate in the Services if they hold all active licenses required by law to practice the specialties of the services offered by them. We check their registration (in the GMC and other health professionals registers) and the address of one of their practice. MEDitSimple may exclude Healthcare Providers who, at MEDitSimple's discretion, have engaged in inappropriate or unprofessional conduct.

12.2 Notwithstanding the foregoing, we makes no representations, warranties or guarantees, whether express or implied, that the Content on our Website is accurate, complete or up-to-date. Further, we make no claim as to any Health Specialists' professional qualifications, expertise, eligibility, quality of work, price or cost information, insurance coverage or any other Content. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on any such Content.

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

12.4 The patients are ultimately responsible for choosing your own Health Specialist. Any arrangement, booking or contract for the provision of medical advice, assistance, diagnosis, treatment or procedure with any Health Specialist listed on the Website is made directly between the patient and the Health Specialist and MEDitSimple is not a party to such 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 Health Specialist and/or Health Specialist's practice must be addressed and/or brought directly against the Health Specialist and/or their practice and not against MEDitSimple.

12.5 The patients remain liable for any fees or costs or other liabilities that they incur with a Health Specialist.

## **13. No Health Specialist patient relationship**

13.1 No licensed Health Specialist/patient relationship is created by using the Website or through any other communications with MEDitSimple. Furthermore, MEDitSimple does not operate as an employment agency to find patients for Health Specialists and it is simply a Website in which Users can identify and engage with Health Specialists directly.

13.2 MEDitSimple has no control over, and cannot guarantee the availability of any Health Specialist at any particular time. We will not be liable for

cancelled or otherwise unfilled appointments, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Website whatsoever.

- 13.3 Patients are strongly advised to perform their own investigation on the Health Specialist prior to selecting the Health Specialist, including, but not limited to, by making confirmatory telephone calls to the appropriate licensing or certification authorities to verify listed credentials and education, by visiting the Health Specialist's practice during a working day, contacting and speaking with their current Health Specialist and the medical association(s) relevant to the Health Specialist's specialty.

#### **14. Limited warranties**

- 14.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

- 14.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 14.3 To the maximum extent permitted by applicable law and subject to Section 14.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

#### **15. Limitations and exclusions of liability**

- 15.1 Nothing in a contract under these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or

- (d) exclude any liabilities that may not be excluded under applicable law.
- 15.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in a contract under these terms and conditions:
  - (a) are subject to Section 12.1; and
  - (b) govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.
- 15.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 15.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 15.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 15.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 15.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 15.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **16. Breaches of these terms and conditions**

- 16.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
  - (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website;

- (c) permanently prohibit you from accessing our website;
  - (d) block computers using your IP address from accessing our website;
  - (e) contact any or all of your internet service providers and request that they block your access to our website;
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) suspend or delete your account on our website.
- 16.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **17. Variation**

- 17.1 We may revise these terms and conditions from time to time.
- 17.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. However, we will ask you, each time you make an appointment or you change your profile on our website to accept our terms and conditions, hereby acknowledging that are aware of the revised terms and conditions using the service; if you do not agree to the revised terms and conditions, you must stop using our website.
- 17.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **18. Assignment**

- 18.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 18.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **19. Severability**

- 19.1 If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 19.2 If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **20. Third party rights**

- 17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **21. Entire agreement**

- 21.1 Subject to Section 15.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **22. Law and jurisdiction**

- 22.1 A contract under these terms and conditions shall be governed by and construed in accordance with English law.
- 22.2 Any disputes relating to a contract under these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

## **23. Our details**

- 23.1 This website is owned and operated by MEDitSimple LTD and MEDface LTD.
- 23.2 MEDitSimple LTD is registered in England and Wales under registration number 07048229, and our registered office is at Kings Lodge London Road, West Kingsdown, Sevenoaks, Kent, TN15 6AR. MEDface LTD is registered in England and Wales under registration number 09923865, and our registered office is at Kings Lodge London Road, West Kingsdown, Sevenoaks, Kent, TN15 6AR.
- 23.3 You can contact us by using our website contact form in the Contact us section, by email to [contact@meditsimple.com](mailto:contact@meditsimple.com) or by telephone on +442070978633.