

Scope and Purpose

The purpose of this document relates to OX.DH Ltd and its subsidiaries (the 'Company') Terms and Conditions. OX.DH is not a provider of medical or diagnostic services. OX.DH is a facilitator that allows for enhanced communication and interaction between clinicians and patients and other than maintaining the Platform (as defined below) OX.DH has no input, involvement or influence on interaction between the clinicians and patients.

Our website should not be used for support in relation to medical emergencies. If you believe that you or the person you are assisting is in need of urgent medical care you should immediately dial 999.

1 Our terms and conditions

- 1.1 **What they cover:** These terms and conditions, the Clinical Services Terms (see clause 2.4 below), the [Privacy Policy](#) (see clause 3.2 below), the [Cookie Policy](#) (see clause 3.3 below) and, where relevant, the Clinical Practice Contract (see clause 3.4 below) (together, the "Terms") are the basis on which we supply services to you. They also set out your rights and responsibilities when using our website at oxdh.health (the "Website").
- 1.2 **Why you should read them:** Please read the Terms carefully as they form the basis of our legally binding contract with you (see clause 3, below) once you start using our Website. They tell you who we are, how we provide services to you, how you and we may change or end our legal relationship, what to do if there is a problem and other important information. If you think there is an error in the Terms, please contact us to discuss this.

2 Information about us and how to contact us

- 2.1 **Who we are:** We are OX.DH Lt and its subsidiaries (the 'Company') is registered in England and Wales with company number 10664365 and whose registered office is situated at The Cow Shed, 19 Wharf Road, Shillingford, Oxfordshire, OX10 7EW. At times we shorten our name to OX.DH or The Company.
- 2.2 **What we do:** Our Website and the online services (the "Online Services") accessed through the Website which together make a platform (the "Platform"), enable medical clinicians (the "Clinicians") and individuals seeking medical advice or assistance (the "Patients") to connect through the Platform and benefit from the Online Services. Through their use of the Platform, Patients and Clinicians can schedule appointments, access a virtual waiting room and meet for virtual consultations during which Clinicians can take notes, give medical advice, issue prescriptions and refer Patients for tests or specialist consultations (the "Clinical Services"). Any virtual consultations may also be recorded. Each Clinician is registered with The General Medical Council and operates entirely independently of us.

- 2.3 **What we do not do:** We only provide the Platform. In delivering the Platform, we do not offer medical advice, prescriptions or referrals, this is all done by the Clinicians. We make no representation or warranty as to the quality of any services provided by any Clinician to any Patient through their use of the Platform. Subject to clause 14.1 below, we will not be liable to any Clinician or any Patient for any losses, damages, costs (including legal costs) and expenses (including taxation), in each case of any nature whatsoever (together, the “Costs”) that arise under or in connection with any services provided by any Clinician to any Patient through their use of the Clinical Services or the Platform.
- 2.4 **The Clinician and the Patient alone are responsible for agreeing the Clinical Services and for resolving any issues relating to the Clinical Services:** The Clinician alone is responsible for agreeing with the Patient what Clinical Services are required and the Clinician alone is responsible for performing any such Clinical Services, in line with any further terms and conditions agreed between the Patient and the Clinician (the “Clinical Services Terms”). The Clinician is also responsible for making the Patient aware of any additional terms and conditions which might apply to the Clinical Services. Clinicians and Patients will be responsible for communicating with each other directly if they are dissatisfied with any element of the Clinical Services.
- 2.5 **How to contact us:**
- a) You can contact us by writing to us at info@oxdh.health, including if you have any questions or if you wish to make a complaint about the Platform.
 - b) If you are Patient and you have questions, complaints, comments and/or requests regarding the Clinical Services, please contact your Clinician directly either through the Website communication facilities or as otherwise agreed between the Patient and the Clinician.
- 2.6 **How we may contact you:** If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address that you provide through the Platform.
- 2.7 **“Writing” includes emails.** When we use the words “writing” or “written” in these Terms, this includes emails.

3 Our contract with you

- 3.1 **How a contract is formed:** By using the Platform you accept the Terms. If you do not agree to the Terms, you may not use the Platform. We recommend that you print a copy of the Terms for future reference. If you are the Patient, you agree to us providing the Online Services and any digital content to you immediately, and you agree that you will lose your right to cancel the contract once the Online Services have been fully performed, or once the download or streaming of any digital content has begun. The Platform is made available free of charge to Patients, however Patients are required to pay for the Clinical Services (see clause 18, below). Each Clinician must pay to use the Platform, on the terms set out in the Clinical Practice Contract.

- 3.2 **Our privacy policy** is set out at [Privacy Policy Hyperlink](#) (the “**Privacy Policy**”). The Privacy Policy sets out the terms on which we process any personal data that we collect from you, or that you provide to us. By using our Platform, you consent to this processing and you warrant that all data provided by you is accurate. Please note that these Terms do not apply to patient files (for example, any information which you provide to the Clinician in relation to Clinical Services). For information about your patient file, please contact your Clinician. For information about how your patient information is collected in connection with our Website, please refer to our Privacy Policy.
- 3.3 **Our cookie policy** is set out at [Cookie Policy Hyperlink](#) (the “**Cookie Policy**”). The Cookie Policy sets out the terms on how we use cookies on the Website, what data they track, what purpose they track that data for and where in the world that data is sent.
- 3.4 **The Clinical Practice Contract:** If you are a Clinician, you may only use the Platform if you have also signed up to our Clinical Practice Contract and you acknowledge that the terms of the Clinical Practice Contract form part of the contract between us. If you are a Clinician using an account on behalf of a business, you guarantee that you have the authority to agree to the Terms on behalf of the business.
- 3.5 **The Clinical Services Terms:** these terms are set out at [Clinical Policy Hyperlink](#). These terms are between the Patient and the Clinician and they set out the basis upon which clinical services are provided.
- 3.6 **Third party access:** You are responsible for ensuring that all persons who access our Platform through your internet connection are aware of the Terms, and that they comply with them.
- 3.7 **We only operate within the UK:** The Platform is only for use within the United Kingdom. We do not represent that the Platform (or content available on or through the Website) is appropriate for use or available in other locations. Subject to clause 14.1 below, we will not be liable to any Clinician or any Patient for any Costs that arise as a result of the Platform being accessed or used in a jurisdiction other than the United Kingdom
- 3.8 **When we will provide the Online Services:** We will supply the Online Services or digital content to you until the Online Services are completed or until you or we terminate the Terms under clause 19.

4 Changes to our Contract

- 4.1 **We may make changes to our contract with you:** We may amend the Terms from time to time. Every time you wish to use the Platform, please check the Terms to ensure that you understand the terms that apply at that time. We will try to notify you of any major changes.

5 Changes to the Platform

- 5.1 **We may make changes to the Platform:** We may update and change our Platform from time to time to reflect changes to our products, our users' needs and our business priorities. [We will try to give you reasonable notice of any major changes.]

6 Suspension or Withdrawal to the Platform

- 6.1 We may suspend or withdraw the Platform and apply restrictions on the use of the Online Services:
- a) We do not guarantee the availability of any particular Clinician at any particular time. We reserve the right to suspend or terminate access to the Platform if you behave in an offensive or abusive way towards a Clinician. If the Clinician needs to change an appointment they will make reasonable efforts to give as much advanced notice as possible and issue an electronic notification informing you of the appointment cancellation. Unless otherwise approved in writing, you are allowed to book up to five (5) appointments in advance. Appointments are confirmed to you by email. You must make any changes to appointments at least 24 hours prior to the scheduled time. If you make any changes within the 24 hour period you may incur a cancellation/change fee. This fee will not exceed 50% of the original appointment fee.
 - b) We do not guarantee that the Online Services, the Platform, or any content on it, will always be available or be uninterrupted. Access to the Platform is permitted on a temporary basis. We may suspend or withdraw or restrict the availability of all or any part of the Online Services or the Platform for business and operational reasons. The Online Services and the Platform are dependent on a number of third-party providers, and so are subject to any delays, interruptions or other problems experienced by those third parties. We will try to give you reasonable notice of any suspension or withdrawal of the Online Services or the Platform. Subject to clause 14.1 below, we will not be liable to any Clinician or any Patient for any Costs that arise if, for any reason, the Online Services or the Platform are unavailable at any time or for any period.

7 Transfer of Agreement

- 7.1 **We may transfer this agreement to someone else:** We may transfer our rights and obligations under the 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 may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

8 Responsibility for your Account and its Security

- 8.1 **You are responsible for your account and its security:** You are responsible for your account with us, and any activity on it. Accounts are not transferable. 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 that information as confidential. You must not disclose it to any third party. We have the right 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. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@oxdh.health.

9 Assurances as to you Capacity and Locations

- 9.1 **You make assurances as to your capacity and location:** By using the Platform, you confirm that you are:
- at least 18 years old;
 - resident in the United Kingdom; and
 - acting in a personal capacity.

10 How you may use material on our Platform

- 10.1 We are the owner or the licensee of all of the intellectual property rights in our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 10.2 You may print off one copy, and may download extracts, of any page(s) from the Platform for your own personal use and you may draw the attention of others to content posted on our Platform.
- 10.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Platform in any way, and you must not use any illustrations, photographs, video or audio sequences or graphics from the Platform separately from any accompanying text.
- 10.4 Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.
- 10.5 You must not use any part of the content on our Platform for commercial purposes without first obtaining a licence to do so from us or our licensors.
- 10.6 If you print off, copy or download any part of our Platform in breach of these terms of use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

11 Use of the Platform for Online Services

- 11.1 **How you may use the Platform for the Online Services:** We grant you a limited, non-exclusive, non-transferable, revocable licence to use the Platform for the Online Services. You confirm that you will not:
- use our Platform or the Online Services to break the law; or
 - reverse engineer, copy, decompile, disassemble or modify the Platform.

12 Content on the Platform

- 12.1 **The content on the Platform is for general information only:** It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

13 Responsibility for Websites that we link to

13.1 We are not responsible for websites that we link to: Where our Platform contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. Subject to clause 14.1 below, we will not be liable to any Clinician or any Patient for any Costs that arise from your use of them.

14 Our responsibility for loss or damage suffered by you

Whether you are a Clinician or a Patient:

- 14.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation.
- 14.2 To the extent permitted by law, and subject to clause 14.8 below, we will not be liable to any Clinician or any Patient for any Costs that are suffered as a result of 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 our Platform or to your downloading of any content on it, or on any website linked to it.

If you are a Clinician:

- 14.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.
- 14.4 We will not be liable to you for:
- a) any loss of profits, revenue, use, sales, contracts, business, anticipated savings, goodwill or reputation, or loss or corruption of, or damage to, data, or business interruption, that arises under or in connection with these Terms or the use of, or inability to use, the Platform or any content displayed on the Platform; or
 - b) any Costs, or any indirect or consequential loss or damage of any kind whatsoever, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, that arise under or in connection with these Terms or the use of, or inability to use, the Platform or any content displayed on the Platform.
- 14.5 Subject to clauses 14.1, 14.2 and 14.4, our liability to any Clinician for any Costs that arise as a result of their receipt of the Services and their use of the Platform and any content displayed on the Platform will not exceed the greater of (1) the total of any fees paid to OX.vc (if applicable) in the twelve (12) months preceding the liability or (2) £100.

If you are Patient:

- 14.6 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the Terms, we are responsible for any Costs that you suffer that are a foreseeable result of that breach or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

- 14.7 The Platform is for domestic and private use only. You agree not to use the Platform for any commercial or business purposes, and we have no liability to you for:
- a) any loss of profits, revenue, use, sales, contracts, business, anticipated savings, goodwill or reputation, or loss or corruption of, or damage to, data, or business interruption; or
 - b) any Costs, or any indirect or consequential loss or damage of any kind whatsoever, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, that you suffer as a result of failing to comply with this clause.
- 14.8 If defective digital content that we have supplied damages a 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 that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.9 Subject to clauses 14.1, 14.2 and 14.7, our liability to any Patient for any Costs that arise as a result of their receipt of the Online Services and their use of the Platform and any content displayed on the Platform will not exceed the greater of (1) the total of any fees paid to OX.DH (if applicable) in the twelve (12) months preceding the liability or (2) £100.

15 How we use your personal information

- 15.1 In this clause 15, the term **“Data Protection Laws”** has the meaning given to it in our Privacy Policy.
- 15.2 Our Privacy Policy sets out how we collect, use, and store your personal information, and your rights in relation to it. By using our Platform, you are agreeing that we can process your information in the ways set out in the Privacy Policy.
- 15.3 For Patients, any information that you supply to a Clinician whilst using the Platform may also be subject to that Clinician’s own data protection policies and procedures. We are not responsible for the actions or inactions of a Clinician in relation to Data Protection Laws.

16 We are not responsible for viruses and you must not introduce them

- 16.1 We do not guarantee that our Platform will be secure or free from bugs or viruses.
- 16.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Platform. You should use your own virus protection software.

- 16.3 You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored, or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

17 Rules about linking to our Platform or Website

- 17.1 You may link to our Platform (including the Website home page), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 17.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 17.3 You must not establish a link to the Platform (including our Website) on any website that is not owned by you.
- 17.4 The Platform (including our Website) must not be framed on any other website, nor may you create a link to any part of our Platform (including our Website) other than the home page.
- 17.5 We reserve the right to withdraw linking permission without notice.
- 17.6 If you wish to make any use of content on our Platform (including our Website) other than that set out above, please contact info@oxdh.health.

18 Payments made by Patients

- 18.1 We do not charge any fee to Patients for the use of the Platform but, from time to time, at the request of a Clinician, we may process fees payable by a Patient to that Clinician in relation to Clinical Services. If any such payment is made by a Patient to us, we will transfer the relevant fees to the relevant Clinician on the terms of the Clinical Practice Contract between us and that Clinician.
- 18.2 If applicable under clause 18.1, we will work with third party service providers to perform payment processing services. Our Platform's payment functionality may be modified or discontinued by us at any time.
- 18.3 We may refuse payment processing services to anyone, for any reason, at any time. We may also impose limits relating to the value of a transaction (or cumulative transaction values in relation to a specific amount) and/or the number of transactions processed during a period of time.
- 18.4 If you are a Patient, we may suspend the supply of the Online Services until you have paid any outstanding fees that are payable in connection with Clinical Services. We will contact you to tell you we are suspending supply of the Online Services.

- 18.5 We will not pass any secure data, including credit card numbers or bank account information, on to any Clinicians.

19 Termination of the Terms

- 19.1 If you are a Patient, you may cease using the Platform at any time and you do not need to notify us of your intention to do so, but you remain liable to pay us or the Clinician any sums which remain outstanding under the Terms, or to the Clinician for Clinical Services (or to us, if we are acting as payment agent to the Clinician in relation to payments for Clinical Services).
- 19.2 If you are a Clinician, please refer to the relevant terms in the Clinical Practice Contract.
- 19.3 We may terminate the Terms if you materially or repeatedly breach them or if you do not provide us with information that is necessary for us to perform the Online Services.

20 Other important terms

- 20.1 Nothing in the Terms creates any agency, partnership, joint venture, employment or franchisee relationship between you and us.
- 20.2 If a court finds part of the Terms illegal, the remaining Terms will continue in full force and effect.
- 20.3 A person who is not a party to the Terms will have no right to enforce any of them.
- 20.4 If we delay in enforcing the Terms, we can still enforce them later.
- 20.5 We are not responsible for any delay in performing or a failure to perform our obligations under the Terms if that delay or failure is due to events or circumstances beyond our reasonable control.
- 20.6 If you are a Patient, the Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 20.7 If you are a Clinician, the Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.