

# Terms & Conditions

Please read these terms and conditions carefully before using this website (the “Site”) or placing any order on this website. Using this Site indicates that you accept these terms and conditions. If you do not accept these terms and conditions, do not use this Site.

We may change our terms and conditions from time to time so you should review them regularly. Your use of this Site will be deemed an acceptance of the terms and conditions existing at that time.

We are MEDii Limited (referred to as “we”, “our” “us” , or “The Company”) a company registered in England and Wales. Our company registration number is registered number 11125755 whose registered office is at 67 Upper Berkeley Street, London W1H 7QX.

By accepting these terms and conditions, you agree to be bound by these terms.

## 1. Accessing the website

- 1) All MEDii services is listed on [www.medihealth.com](http://www.medihealth.com), and all bookings shall go through the online booking system, by making bookings online and using this site, you are agreeing to this Terms and Conditions.
- 2) In the case of booking is made on behalf the client by our concierge team, written consent shall be in place before any booking is made for you. By agreeing booking made for you, you are also agreeing to this Terms and Conditions, whether the booking is free of charge, discounted or fully charged.
- 3) From time to time, we may restrict access to some parts of this Site, or this entire Site, to users who have registered with us.
- 4) 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 such information as confidential, and 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 opinion you have failed to comply with any of the provisions of these terms and conditions.

## 2. Our contract with you

- 1) **How to start the process.** All services must be booked through our website [www.medihealth.com](http://www.medihealth.com), If you have any special requirement for a particular chosen service, you will need to contact us via phone or email or Wechat. We will then make an assessment about your needs and whether we can accommodate your special requirement during this process we may communicate with you via phone, Wechat or email. If you have a preferred method of communication, then please let us know.
- 2) **Forming a contract between us.** If, following our assessment at 3.1, we determine that we can provide our services to you, we will confirm your request of service via email. A contract will be formed between you and us when both are met:
  - You have accepted these terms and conditions; and
  - You have paid our charges in advance in accordance with clause 8.3,

and following which we will send an email to you shortly after the contract has been formed to confirm our acceptance of your instruction.

- 3) **If we cannot accept your instruction.** If we are unable to accept your instruction, we will inform you of this in writing or over the phone. This might be because our partners are unavailable at that time or because of the urgency of the desired consultation. We will not

charge you for the services and refund to you any payment made in advance for the affected services.

- 4) **Our right to refuse to conduct the service.** We shall be entitled to terminate the Service by written notice to you if you are in breach of these Terms and Conditions including in any event that you or the Subject provide us with false or misleading information in connection with the Service. We may also terminate or suspend the Service and may withhold test results if for any legal reasons we are prevented from delivering the Service. If we do so, with no fault of yours or the Subject, you may be entitled to a refund of all or some of the charges payable for the Service. We may refuse to carry out the test and may discontinue the testing process if the Subject is uncooperative, disruptive, violent, threatening, or unable to provide sample or if for similar reasons the Subject's conduct is objectionable. You will not be entitled to a refund of the charges in such circumstances, and we are entitled to charge you even if the test has not commenced or was discontinued for those reasons.

### 3. Our services

- 1) Through MEDii's own facility and partners', we, our clinicians and/ or our partners may provide any of the following services to you:
- Physical in-person consultations occurring from a site controlled by us;
  - Access to and process your medical records and general health information.
  - Medical referral to specialists, clinicians, hospitals, and healthcare facilities
  - Diagnostic tests such as blood tests, swabs, or imaging; and/or
  - any other services advertised on our website, mobile application.
- 2) We reserve the right to **withdraw or amend the services** we provide without notice. We will not be liable if for any reason this Site is unavailable at any time or for any period.

### 4. Providing the services

- 1) **When we will provide the services.** We will provide the services to you with reasonable care and skill. We will initially contact our partners following our acceptance of your instruction with a view to arranging an initial consultation within a reasonable period of time. We will try to arrange the consultation within 7 days of our initial contact with our partners, however, the timing of the initial consultation is dependent upon a number of factors including the availability of our partners. By agreeing to these terms and conditions, you agree that the services should be provided to you as soon as possible and within the cancellation period (please see clause 6.2).
- 2) **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for the service that you have paid for but not received.
- 3) **What will happen if you do not give required information to us.** If we require further information from you in order to refer you to an appropriate partner (such as your medical history), we will contact you in writing or call you to collect this information. If

you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 7 will apply). We will not be responsible for any delay in supplying the services late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## 5. Your rights to end the contract

- 1) **You can end the contract where you have a reason.** The reasons that entitle you to end the contract are listed at 5.1.1 to 5.1.3 below and, if you do end the contract in one of these circumstances, the contract will end immediately and we will refund you in full for the services. The reasons are:
  - a. we have told you about an error in the price or description of the services that you have ordered and you do not wish to proceed;
  - b. there is a risk that supply of the services may be significantly delayed because of events outside our control; or
  - c. you have a legal right to end the contract because of something we have breached the terms of the contract or failed in our duty of care towards you (i.e. committed negligence.)
- 2) **You can change your mind within a cooling-off period.** You have a legal right to change your mind and receive a refund. You have 14 days after the day we confirm that we accept your instruction in which to cancel the contract. However, once we have initiated or completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services but before we have completed the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. Once the time period described in this clause has passed, your right to cancel without a reason no longer applies.
- 3) **Ending the contract where we are not at fault and the cooling-off period has passed.** Even if we are not at fault and you do not have a right to change your mind (see clause 4.2), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## 6. How to end the contract with us

- 1) **Tell us you want to end the contract.** To end the contract with us, please note that the refund request must be submitted from the Online Portal. Complete the “cancel and refund “ request after logging on the website and selecting the relevant service via [www.medihealth.com](http://www.medihealth.com).

You may also notify us the cancelation by **Phone, Wechat or email**. Call customer services on +44(0)333 577 3800, Wechat account or email us at [info@medihealth.com](mailto:info@medihealth.com). Please provide your name, home address, details of the instruction and, where available, your phone number and email address. However please note the **refund request can only be done through online portal**.

- 2) **How we will refund you.** We will refund the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below in the refund policy section.
- 3) **When your refund will be made.** We will make any refunds due to you as soon as possible, usually takes 3-5 working days. For larger amount of over £1000, the process may take longer and more approvals.

#### 7. Our rights to end the contract

- 1) **We may end the contract if you break it.** We may end the contract for the service at any time by writing to you if:
  - a. you do not make any payment to us when it is due and you still do not make payment within 10 working days of us reminding you that payment is due;
  - b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, any medical information necessary to refer you to an appropriate partner; or
  - c. we are required to do so by law or as instructed by a regulatory body.

#### 8. Price and payment

- 1) **Where to find the price for the services.** The price of a specific service is set and shown on website. Most of our service is VAT exempt.
- 2) **When you must pay and how you must pay.** We accept payment with all major credit/debit cards. You must make an advance payment before we arrange your service. Our external partners may require an advance deposit to be paid in anticipation of your arranged consultation. If so, we will inform you of this as soon as possible and you must arrange for the deposit to be paid to our partner directly.
- 3) **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 4) **What to do if you think an invoice is wrong.** If you think that the amount to be paid by you is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

#### 9. Our responsibility for loss or damage suffered by you

- 1) **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Our liability to you will be capped at 200% of the total amount that you paid to us for our services.
- 2) **We are not responsible to you for acts or omissions of a chosen third party.** If a third party such as a credited lab runs the test result later than expected, we are not responsible for any loss because of it. All timeline of result is for indication only and does not rule out exceptions. Lab is responsible for the report quality, and it is beyond MEDii's control.

- 3) **We are not responsible to you for acts or omissions of our partners.** Whilst we are the agent for our partners, we cannot accept any liability for loss or damage that you suffer as a result of something that a partner did or failed to do. You have a private contract with the partner that we refer you to for the provision of medical services and any losses or damage arising from the partner's acts or omissions must be directed to the partner.
- 4) **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 or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services including our obligation to provide the services with reasonable care and skill and within a reasonable time.
- 5) **Our maximum aggregate liability for any single event** (or a series of related events) giving rise to a claim in connection with these Terms and Conditions or the Service, either for breach of contract, misrepresentation or negligence, shall be limited to an

## 10. Intellectual Properties Rights

- 1) Unless otherwise specified, we are the **owner or licensee of all intellectual property** rights in the Site, and in the material published on it and distributed to you directly. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2) **Prevention of misuse** You agree not to: 1. use any part of the materials on this Site or marketing materials sent to you for commercial purposes without obtaining a licence to do so from us or our licensors; 2. copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any content of this Site, except as permitted above; 3. provide a link to this Site from any other website without obtaining our prior written consent.

## 11. How we may use your personal information

- 1) **How we will use your personal information.** Your personal data is very important to us. We will use the personal information you provide to us strictly in accordance with our privacy policy. This will include sharing your personal data with our partners in order to facilitate the provision of medical services. For further information, please see our privacy policy.

## 12. Other important terms

- 1) **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 2) **Nobody else has any rights under this contract This contract is between you and us.** No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 3) **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 4) **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will

not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

- 5) **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

### 13. How to contact us

- 1) **How to contact us.** You can contact us by telephoning our customer service team at +44(0)333 577 3800 or by writing to us at [info@mediihealth.com](mailto:info@mediihealth.com).
- 2) **How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at +44(0)333 577 3800 or write to us at [info@mediihealth.com](mailto:info@mediihealth.com) for individual behaviours or poor quality care. If you have any concern over the general regulation of MEDii's service, you may contact the patient service department at the hospital/ clinic you received the treatment, and/ or escalate the issue to the industry regulators, such as ico, or company house.
- 3) **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your instruction.
- 4) When we use the words "**writing**" or "**written**" in these terms, this includes emails and Wechat text /whatsapp messages.