

ISOSCONNECT CUSTOMER TERMS

1. Status of These Terms

- 1.1 Welcome to Isosconnect! Isosconnect is a platform for linking independent health and wellness professionals with customers in the UK looking for video consultation services. It is not intended for the provision of regulated medical advice/services, which are covered by our sister site www.isoshealth.com.
- 1.2 These terms and conditions (**Terms**) and the documents referenced in them create a legal agreement between you and Chrysalis Health Ltd trading as Isosconnect (referred to as **we**, **us** or **our** in these Terms) in relation to the Isosconnect Consultation Services online booking and video-conferencing platform (**Platform**) we provide. Our registered office and place of business is 20 – 22 Wenlock Road, London, England, N1 7GU. Our company number is 10302338.
- 1.3 By accessing and/or using the Platform, you are agreeing to these Terms and the terms of our privacy policy (which is available at www.isosconnect.com/privacy-policy and which sets out how we will process any personal data we obtain in relation to you, whether as a data controller or data processor) (**Privacy Policy**).
- 1.4 **Your attention is in particular drawn to:**
- (a) any clauses of these Terms which are in **bold** or CAPITALISED text;
 - (b) the fact that, because we do not provide the Consultation Services, or provide a detailed vetting service in respect of the Professionals providing or promoting Consultation Services on/via our Platform, we are not responsible for the provision, non-provision or wrongful provision of the Consultation Services and Supporting Content (nor for any other interaction between Professional or Customer conducted via the Platform or occurring as a result of the Platform) and we have no authority or ability to negotiate or vary the terms of any agreement or Booking entered into between you and the Professional;
 - (c) that any claim in respect of the Consultation Services or connected to them is solely between you and the relevant Professional as noted in clause (b) above).
- 1.5 THE PLATFORM IS NOT INTENDED TO BE USED IN ANY SITUATION WHERE YOU REQUIRE MEDICAL ADVICE FROM A DOCTOR OR OTHER MEDICAL PROFESSIONAL (WHICH MEDICAL SERVICES ARE PROVIDED VIA OUR SISTER PLATFORM ISOSHEALTH). MORE IMPORTANTLY, IF YOU BELIEVE THAT YOU OR THE PERSON YOU ARE ASSISTING IS IN AN EMERGENCY, CRITICAL OR LIFE-THREATENING SITUATION YOU SHOULD IMMEDIATELY DIAL YOUR LOCAL EMERGENCY SERVICES NUMBER OR SEEK ALTERNATIVE EMERGENCY MEDICAL SERVICES.
- 1.6 If you are taking any medication or receiving any treatment, you should consult with your usual general medical practitioner before seeking any new medication or treatment or before you alter, suspend or initiate any change in your current medical treatment or regime. You should also advise the Professional you are consulting with of this over the course of any Booking, where applicable.
- 1.7 You can access these Terms at any time at <https://isosconnect.com/customer-terms-conditions/>. We reserve the right to update these Terms from time to time by posting the updated version at that

URL. You agree that if you do not accept any amendment to our Terms then you shall immediately stop accessing and/or using the Platform. **You should read these Terms carefully before using the Platform.**

1.8 Every time you order or are provided with Consultation Services by means of the Platform, these Terms as they are in force at that time (and available for view on our website) will apply to the contract between you and us for provision of and/or booking and payment of/for the relevant Consultation Services you may book.

1.9 **This version 1 of these Terms was most recently updated on 14 September 2020.**

1.10 By using the Platform, you agree that you are a private individual at least 18 years old and are present in the United Kingdom at the time you use the Platform. Our site is directed to people residing in the United Kingdom only. We do not represent that our site is appropriate for use or available in other locations. If you are under 18 years old, you must arrange for your parent or guardian to use the Platform on your behalf.

2 **Definitions.**

For ease of reference the following terms shall have the following meanings in these Terms:

Acceptable Use Policy means our policy on acceptable use of the Platform and acceptable behaviour during the course of any Booking, which you must adhere to, and which is available at www.isosconnect.com/acceptable-use-policy

Booking means a contract for the provision of Consultation Services entered into between you and the Professional by means of the Platform;

Booking Request means a request from you made by means of the Platform, for the supply of Consultation Services, on a given date at which the Professional has specified their availability for a Booking;

Charges means the agreed charges payable in respect of Consultation Services under a Booking;

Consultation Services means any video consultation services arranged by means of the Platform and provided by a Professional under a Booking;

Platform has the meaning given in clause 1.2 above;

Privacy Policy means our privacy policy, as further defined in clause 1.3 above, which is available at www.isosconnect.com/privacy-policy

Professional means any person, company or partnership registering as a health or wellness provider on the Platform, and providing of Consultation Services (acting independently from us) by means of the Platform and/or utilising the Platform to promote and take payment for their Consultation Services;

Professional Listing means a listing in the Platform setting out a description of the Professional and reviews provided in respect of the Professional by other users of the Platform;

Supporting Content means any digital content (including video, image or text files in any format) provided to you by a Professional under a Booking.

you and **your** means you, any person who uses the Platform (other than Professionals or those using their accounts).

3 **Purpose of the Platform**

- 3.1** The Isosconnect Platform is not a health and wellness consultation service. It is a means for Professionals to deliver Consultation Services to you, and in future to facilitate Professionals advertising their Consultation Services and to facilitate you browsing, booking and paying for such Consultation Services from such Professionals.
- 3.2** The Platform is an online platform which allows Professionals in various health and wellness sectors to arrange and deliver video consultations with you as a customer of those services and to record their notes from such consultations contemporaneously. In that sense the Platform solely serves to facilitate delivery of Consultation Services between you and the Professional.
- 3.3** In future, we aim to introduce functionality which allows you to register on the Platform and to manage and place Bookings at your end, and allows Professionals to register on the Platform to promote their Consultation Services, and take payment for Consultation Services via embedded payment functionality and made available by an independent payment services provider (Professionals themselves will be required to set up an account with such provider and will directly receive any money you pay via the Platform). No contract exists between Isosconnect and the Professional, or Isosconnect and you, for the fulfilment of any services or the delivery of any products, whether through such consultations or otherwise, save as expressly set out in these Terms. All contractual arrangements for the fulfilment of any of those services are solely between you and the Professional (who delivers the Consultation Services via the Platform) and we accept no liability or responsibility for either party's failure (or otherwise) to honour any contractual or legal obligations to the other in connection with such consultations or services, or any other actions or failures of the Professional in the delivery or otherwise of Consultation Services or Supporting Content.
- 3.4** The content of any Professional Listing on the Platform, and the provision of the Consultation Services, are entirely the responsibility of the Professional.
- 3.5** **When you use the Platform to make a Booking for Consultation Services, it will create two legal contracts: (i) one contract between you and us, under which we provide to you the means of accessing the Consultation Services (and in future browsing, booking, and paying for the Consultation Services) by means of the Platform. That contract is made on these Terms (and incorporates any additional terms specified in your Booking confirmation email); and (ii) a further contract between you and the relevant Professional in respect of their provision to you of Consultation Services to you at the price specified on the Platform in the Booking Request (or otherwise independently agreed with the Professional), incorporating the relevant provisions of these Terms and/or on the Professional Listing (where applicable – e.g. around your cancellation rights).**
- 3.6** When you use the Platform to receive the benefit of the Consultation Services delivered by a Professional, notwithstanding that you did not book those services using the Platform, the first of the two contracts referred to in clause 3.5 is created between you and us. Any contract between you and the Professional in such circumstances (if applicable) will have been created entirely separately from the Platform.

3.7 The Platform is used by a wide range, and a large number, of Professionals. We cannot realistically check or be responsible for the work, background and qualifications of each Professional. We do not endorse or recommend any Professional, the quality of their work or the value and quality of their advice and service.

3.8 The Professionals are not our employees, agents, partners or workers. Apart from providing a secure video facility allowing Consultation Services to be delivered remotely, and (where applicable) providing a Platform which helps facilitate payments for and advertising of Consultation Services, we have no involvement in the provision of the Consultation Services. We require our Professionals to contractually agree that all information provided by them in a Professional Listing (and in their registration documentation prior to registering on the Platform) is accurate, complete and not misleading in any way. But given the large number of Professional Listings, we cannot verify the information which they provide to us. It is the Professional's responsibility to ensure that the Consultation Services as set out in the Professional Listing are available and accurately described. We have contractual terms in place with Professional requiring them to be insured and have a current registration with their professional governing body, but we cannot realistically vet all Professionals on our Platform, or all Professional Listings. We are not therefore responsible for any inaccuracies in the Professional Listing or issues around any given Professional's qualifications, background, registrations or experience.

4 Bookings

4.1 Your Booking is subject to the terms of the cancellation policies specified by the relevant Professional (which may be specified in the Professional Listing).

4.2 By making a Booking Request for a particular date, you acknowledge that the Professional will commence provision of the Consultation Services in advance of that date. For example, he/she may prepare for your consultation based on any information provided in your Booking. The cancellation provisions stipulated by a Professional are intended to reflect the value of the Consultation Services already provided in advance of the time of cancellation, and therefore the amount of your liability to pay to the Professional as a result of the cancellation.

4.3 You acknowledge and agree that by making a Booking Request through the Platform, payment will be pre-authorized by or on behalf of the Professional, and this will be treated as an acceptance by you of the Professional's offer to provide Consultation Services on the relevant date and terms specified in the Booking, Professional Listing and in these Terms, creating a binding contract under which you agree to pay for the relevant Consultation Services specified in the Booking Request. The Professional is responsible for ensuring that they are available to provide the Consultation Services on any dates specified by them on our Platform.

4.4 As a consumer, you will have legal rights against the Professional in relation to any Consultation Services that are not provided with reasonable skill and care, or if the Consultation Services are not as described in the Booking

(including any changes to the Booking agreed between you and the Professional). Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect your statutory rights.

4.5 It is your sole responsibility to notify the Professional – either in any online questionnaire you complete on the Platform (if applicable) or during your Consultation Services – as to any circumstances affecting you which might affect the Professional's provision of the Consultation Services. If such circumstances arise after the Booking Request has been accepted, you must notify the Professional immediately.

4.6 In the event that a Professional with whom you have made a Booking no longer has a current registration with the Platform, we will notify you. We may also automatically cancel any Bookings you have placed with that Professional and use reasonable endeavours to issue you with a refund (although for the avoidance of doubt, your sole claim for any refund shall be with the Professional you may have paid for the Consultation Services).

5 Remote Consultation Services

5.1 We require Professionals not proceed with any Consultation Services in the absence of your clear, informed, explicit consent to the conducting of a video Consultation Services in place of an in-person consultation. However, you accept and acknowledge that we cannot guarantee that remote Consultation Services will be suitable for your specific health or wellness issue.

5.2 In the event that the Professional considers that the provision of remote Consultation Services may be unsuitable / insufficient in light of your reported health or wellness issue, the Professional should recommend to you that a physical in-person consultation should be arranged with either the Professional or another health or wellness professional.

5.3 We also require all Professionals to contractually agree not to provide Consultation Services where you present a condition or issues which are outside their expertise, or where you lack the mental capacity to consent to receiving the Consultation Services.

5.4 The Professional is required to obtain your consent before providing the Consultation Services remotely, including the processing of your personal data (including notes taken by the Professional during the consultation which may contain medical information) by us in accordance with our Privacy Policy.

6 Paying for Consultation Services

6.1 Where you have placed a Booking for Consultation Services on our Platform, unless that Booking is cancelled on the permitted terms specified by the Professional, payment will be automatically taken by the Professional on completion of the Consultation Services, and your payment obligation to the Professional in respect of the Consultation Services will at that point be discharged.

6.2 All payments will be taken by means of an independent payment service provider acting on behalf of the Professional (and with whom the Professional will have an account). By making a Booking you agree to the Professional authorising or reserving a charge on your payment card or other payment method for the charges agreed in respect of any Booking, and the payment

processing charge imposed by the Professional's payment service provider, for collection of the Charges immediately on completion of the Consultation Services (subject to permitted cancellation as noted above).

- 6.3** Please note that all money will be paid directly to the linked account of the relevant Professional and we will never have access to or control over your money. Any claim by you for a refund should be taken up directly with the relevant Professional.

7 Use of the Platform

- 7.1** Whilst you are in compliance with these Terms (including our Acceptable Use Policy), we grant you a non-exclusive, non-transferable, personal, revocable limited licence to access and use the Platform for your own personal private use in connection with searching for, paying for, and receiving the benefit of Consultation Services from relevant Professionals only, provided that such use is in accordance with these Terms. You agree not to use the Platform, or any content of our website, for anything else.

- 7.2** We have the right to suspend, withdraw or modify the Platform (in whole or in part) without liability to you at any time, including in the following circumstances: for technical reasons (such as maintenance, or technical difficulties experienced by us or on the internet); to allow us to improve the usability of functionality of the Platform; where we have legal reasons for doing so (including privacy or other legal objections to the content or functionality of the Platform); or because it is no longer economically viable or efficient to provide the Platform. If the Platform is unavailable for any Booking you have placed with the a Professional, the Professional shall be responsible for ensuring that they are able to deliver the Consultation Services to you, and where they fail to do so, your claim shall be against them only.

8 Accounts

- 8.1** If you set up a user account with us, you agree that you shall take all steps necessary to protect your log in details and keep them confidential. You agree that you shall not give your log in details to anyone else or allow anyone else to use your log in details or account.

- 8.2** If you fail to keep your login details confidential, or if you deliberately or unintentionally share your login details or account with someone else, you accept full responsibility for the consequences of this and agree to fully compensate us for any losses or harm that may result.

- 8.3** We will not be responsible to you for any loss that you suffer as a result of an unauthorised person accessing your account and using the Platform and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.

- 8.4** If you notice an unauthorised use or breach of your user account, you must notify us immediately at support@isosconnect.com.

9 DISCLAIMER

- 9.1 We have no control over Consultation Services or Professional Listings, and give no warranty regarding the Platform, or its operation. Further you acknowledge that Consultation Services are not provided or supervised by us or on our behalf.**

- 9.2** To the utmost extent permitted by law, under no circumstances will we be liable in any way for any Consultation Services, including any errors or omissions in the Consultation Services, or any losses or harm of any kind resulting from the Professional's provision of (or failure to provide) the Consultation Services.
- 9.3** Any opinions, advice, statements, services, offers, or other information or content expressed or made available by Professionals, including in any Professional Listing, are those of the Professional and not our own. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made either on the Platform or otherwise, by anyone other than our authorised employee spokespersons acting in their official capacities.
- 9.4** The Platform is provided "as is" and without warranty of any kind. In particular, we cannot promise that the Platform will always be provided uninterrupted or error-free. You acknowledge that we do not guarantee that the Platform will always work properly.

10 Your Conduct

- 10.1** You must comply with all laws applicable in the UK. If any laws applicable to you restrict or prohibit you from using the Platform, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Platform.
- 10.2** You must abide at all times by our Acceptable Use Policy, available <https://isosconnect.com/acceptable-use-policy/>.

11 Your Breach

- 11.1** We reserve the right to suspend or terminate your access to the Platform (including by deleting your account) at any time. We will normally do so if we reasonably believe that you are in breach of these Terms.
- 11.2** You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of these Terms by you.

12 LIMITATION OF LIABILITY – IMPORTANT – PLEASE READ CAREFULLY

- 12.1** We accept liability for death or personal injury resulting from our negligence or that of our employees or agents (which does not include any Professional), and for losses or harm caused by fraud by us or our agents, or any other liability which it would be unlawful for us to exclude or restrict liability.
- 12.2** We are not responsible for: (i) any losses in relation to your receiving or not receiving access to the Platform; (ii) any losses in relation to your receiving or not receiving any Consultation Services; (iii) any losses arising due to a breach of our obligations which arises due to circumstances outside our reasonable control; (iv) losses or harm not caused by our breach of these Terms or our negligence; or (v) losses or harm which are not reasonably foreseeable by you and us at the time of you agreeing to these Terms including those losses which happen as a side effect of foreseeable losses; or (vi) technical failures or the lack of availability of the Platform.
- 12.3** We only supply the Platform for your own individual domestic and private use as a consumer of the Consultation Services. You agree not to use the Platform in the course of any business, or for any commercial,

business or re-sale purpose. We therefore have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 Intellectual Property

13.1 You acknowledge that all copyright, trade marks (including 'Isosconnect' and the Isosconnect logo), and other intellectual property rights in and relating to the Platform (other than the content of Professional Listings and Consultation Services, which remain the property of the Professional) are owned by us or licensed to us by third parties. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

13.2 You must not copy, distribute, make available to the public or create any derivative work from the Platform or any part of the Platform unless we have first agreed to this in writing. You must not use any of our trade marks, or other intellectual property rights in and relating to the Platform without our prior written consent.

13.3 If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

14 Legal Notices

14.1 If you have any complaints or objections of a legal nature to material or content (including Professional Listings) provided by means of our site, including if you believe that material or content on our site is defamatory or infringes your intellectual property rights (including copyright or trade mark rights), please contact us immediately with a statement by email to support@isosconnect.com. Your email statement must at a minimum contain the following details: the exact individual content you are complaining about; the way in which the content infringes your rights, or is defamatory; your name and street address; a declaration that your statement is true and acknowledgement that it may be used in any subsequent court proceedings relating to your complaint.

14.2 These requests should only be submitted by you or someone who is authorised to act on your behalf.

15 Privacy

15.1 We are registered as a fee-paying body with the Information Commissioners Office as a data controller in the United Kingdom.

15.2 We will only collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these Terms. By using the Platform, you give your consent to us collecting, processing, using and sharing your personal data in this way. If you do not agree to our Privacy Policy, you should not access and/or use the Platform.

15.3 We may use any feedback or comments you make in respect of the Platform or any Professional in our marketing material (including on the Platform, our other websites, and our social media channels). We will not use your surname or full name unless we get your prior consent to do so. If at any time you would

like us to cease any further use of your feedback or comments, please contact us at support@isosconnect.com.

16 Links

16.1 We may link to third party products or services from the Platform, including to Professionals' websites. You understand that we make no promises regarding any content, goods or services provided by such Professionals or other third parties. We are also not responsible to you in relation to any losses or harm caused by such third parties. You understand that when you provide data to such third parties you are providing it in accordance with their privacy policy (if any) and our own privacy policy does not apply in relation to that data.

17 General

17.1 We may wish to transfer all or a part of our rights or responsibilities under these Terms to someone else without obtaining your consent. You agree that we may do so provided that the transfer does not significantly disadvantage you. You may not transfer any of the rights we give you under these Terms unless we first agree to this in writing.

17.2 These Terms and the further terms or documents referenced in them set out the entire agreement between you and us concerning the Platform and they replace all earlier agreements and understandings between you and us.

17.3 If any part of these Terms is held to be invalid or unenforceable under any applicable local laws or by the applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible our original intentions and the remainder of these Terms shall remain valid and enforceable.

17.4 Our failure to exercise or enforce any of our rights under these Terms does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.

18 Complaints about the Platform or Professionals

18.1 If you have any concerns regarding the Platform itself (rather than any Consultation Services or Professional) we hope we can resolve these quickly if you contact us at support@isosconnect.com.

18.2 **We care about your experience with Professionals using our Platform and want to ensure they maintain the highest standards possible. If you are unhappy with any Consultation Services, you should speak to the Professional to try and resolve the issue. We would like to be kept informed of any material or repeated issues or disputes.**

18.3 **If you consider that any Professional has acted in an inappropriate way towards you, including in a manner you feel to be offensive, violent or sexually inappropriate, you should immediately make a report to the appropriate authorities and we would request that you then contact us at theteam@isosconnect.com quoting the police incident report number, date(s) and time(s) of any the alleged behaviour / the Bookings at which they took place and the identity of the Professional in question (where applicable and you are lawfully permitted to provide same). Your report may cause us to investigate such behaviour and/or bar an individual Professional from the Platform, but we shall not be obliged to take action**

beyond that which is required by law and will not be obliged to incur any additional liability or expense in doing so.

18.4 YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE TO YOU FOR THE CONSULTATION SERVICES WHICH THE PROFESSIONALS PROVIDE AND ARE UNDER NO OBLIGATION TO PROVIDE YOU WITH A REFUND OR CREDIT NOTE IN THE EVENT YOU ARE DISSATISFIED WITH THE CONSULTATION SERVICES.

18.5 In the unlikely event that legal action becomes necessary either by us or by you, these Terms shall be governed by and construed in accordance with the laws of England and subject to the jurisdiction of the English courts.

19 Questions about these Terms

19.1 If you have any questions about these Terms or the Platform, you may contact us by email at support@isosconnect.com.

19.2 Our VAT number is 276 4619 70.