

# PROFESSIONAL TERMS - ISOSCONNECT

## 1. These Terms

- 1.1. We are Chrysalis Health Ltd trading as Isosconnect, of 20 – 22 Wenlock Road, London, England, N1 7GU, provider of the Isosconnect service. Our company number is 10302338. We are referred to in these terms and conditions of use as “**Isosconnect**” (which term is also used for the Platform itself, where the context requires). Any person, company or partnership registering as a health or wellness professional on the Isosconnect service is referred to in these terms and conditions of use as “**Professional**”. If the Professional has any questions about the Platform, please contact [theteam@isosconnect.com](mailto:theteam@isosconnect.com).
- 1.2. These terms explain the basis on which the Professional may use the Isosconnect promotion, introduction, video consultation and payment collection service provided by means of the site at [www.isosconnect.com](http://www.isosconnect.com) (the “**Platform**” or “**Isosconnect**”).

## 2. Accepting these Terms

- 2.1. By completing the online form on which or in which these Terms are linked or referenced (“**Registration Form**”), or otherwise using our Platform, the Professional agrees to be bound by the following terms and conditions and any terms specified in the Registration Form, at the point of registration, or otherwise expressly agreed in writing by us as forming part of the contract. The Registration Form and the foregoing terms are referred to together as “**the Agreement**”. By registering for the Platform, Professional also confirm that they are: (a) a practising professional in the field for which they are registered to provide services via the Platform; (b) hold (where necessary and applicable) a registration with a relevant Regulatory Body (as defined below); (c) hold current professional indemnity insurance (either personally or through the entity/company through which their services are provided); and (d) are a resident of the United Kingdom. They must have three years’ experience of working as a professional in the field for which they are registered on the Platform before joining. The Platform is not available to any person who does not meet the following criteria.
- 2.2. Isosconnect is an online platform which allows Professionals in various health and wellness sectors to arrange and deliver video consultations with Customers and to record their notes from such consultations contemporaneously. In that sense Isosconnect acts solely as a platform to facilitate consultations between the Professional and the Customer. In future, Isosconnect aims to introduce functionality which allows clients to register on the Platform and to manage and place Bookings at their end, and allows Professionals to register on the Platform to promote their Consultation Services, and take payment for Consultation Services via payment functionality embedded into the Platform and made available by an independent Payment Services Provider (Professionals themselves will be required to set up an account with such Payment Services Provider and pay any relevant payment processing fees). No contract exists between Isosconnect and the Professional, or Isosconnect and any customer, 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 the Professional and the Customer, and Isosconnect accepts 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.

- 2.3. The Professional should read these terms and conditions carefully before using the Platform. In particular, they should be aware that:
- 2.3.1. Clause 9.6 contains a release from the Professional in respect of any claims arising in respect of a contract with a Customer; and
  - 2.3.2. Clause 18 contains important limitations and exclusions of Isosconnect's liability to the Professional.
- 2.4. If the Professional does not agree with or accept any of these terms, they should stop using the Platform immediately.
- 2.5. Isosconnect may revise the terms of the Agreement at any time by notifying the Professional at any time by giving the Professional prior notice of such variation when they next login to the Platform. Professionals will be required to accept such revisions as a pre-condition to continued use of the Platform. This version one of these Terms was most recently updated on 14 September 2020.

### 3. Definitions

- 3.1. In the Agreement, unless otherwise provided:

**Agreed Charges** means sums agreed between a Professional and a Customer as being payable in respect of Consultation Services under a Booking.

**Booking** means a contract for the provision of Consultation, entered into by means of the Platform between the Professional and a Customer.

**Commencement Date** has the meaning set out in clause 15.

**Consultation Services** means all health and wellness services, and any related services (but excluding regulated medical care), provided by the Professional to any Customer further to a Booking.

**Customer** means a person in the United Kingdom who avails of the Consultation Services from the Professional.

**Customer Data** means personal data of the Customer disclosed by the Customer by means of the Platform in requesting the Consultation Services (**Account Data**), and in the course of the Professional in providing the Consultation Services (**Consultation Data**).

**Customer Terms** means the terms and conditions which must be accepted by all Customers using the Platform, available at: [ ] [**Note: please insert link to Customer Terms**]

**Data Protection Laws** means any relevant data protection laws having legal force in the UK from time to time, including the Data Protection Act 2018 and the General Data Protection Regulation (and any replacement or substitute for either).

**Introduced Customer** has the meaning given to it in clause 10.2.

**Regulatory Body** means, where applicable, the relevant professional body governing the Professional's profession, including bodies keeping a register of health and care professionals who meet the standards for their training, professional skills, behaviour and health.

**Minimum Information Requirements** means the information required by traders to be presented to Customers when making an online transaction, as notified by Isosconnect to the Professional from time to time.

**Payment Service Provider** means any independent payment service provider whose software may be integrated into the Platform from time to time, and who may be utilised by the Professional to receive payment for the Agreed Charges from the relevant Customer.

**Professional Indemnity Insurance** means a professional indemnity insurance policy comprising cover for negligence and related risks.

**Professional Materials** means any information and materials provided to Isosconnect in connection with the Professional's registration for and use of the Platform (including images and text) and any rights in the Professional's brand,

trademarks, likeness or image represented in that information or materials. **Professional Profile** means the public profile of the Professional displayed to Customers and potential Customers by means of the Platform.

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

**Term** means the period from the Commencement Date until expiry of the Agreement in accordance with these Terms.

**Working Day** means Monday – Friday excluding public holidays in England and Wales.

#### **4. The Platform**

- 4.1.** Isosconnect agrees to grant Professional a non-exclusive, personal, non-transferable, non sub-licensable licence to use the Platform to deliver Consultation Services to Customers, store Customer Data using the Platform and utilise Payment Service Provider functionality (where integrated into the Platform) during the Term.
- 4.2.** The Professional acknowledges that the details of other health and wellness professionals who have registered with the Platform will be available to Customers who register for the Platform directly, and Customers may contact such professionals or place Bookings with them using the Platform.
- 4.3.** Isosconnect may perform its duties and operate the Platform as it sees fit, subject to the Agreement.
- 4.4.** Under the Customer Terms, Isosconnect has agreed with Customers it is 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 directly or indirectly as a result of the Platform) and that Isosconnect has no authority or ability to negotiate or vary the terms of any agreement or Booking entered into on behalf of the Professional.
- 4.5.** No representation or warranty is made by Isosconnect as to the availability of the Platform, nor that the Platform will operate without error or interruption. Save as set out herein, the Platform is provided on an as-is basis. In particular, Isosconnect cannot promise that the Platform will always be provided uninterrupted or error-free, and the Professional acknowledges that Isosconnect does not guarantee that the Platform will always work properly. Isosconnect is not responsible for any circumstances outside its reasonable control.
- 4.6.** Where the Platform is unavailable during any planned Booking a Professional may have with a Customer, the Professional shall be responsible for delivering the Consultation Services to the Customer via some alternative medium, and if they fail to do so, for reimbursing the Customer.
- 4.7.** Where the Platform integrates functionality enabling Customers to place Bookings via the Platform, Professional must indicate by means of the Platform the times and dates at which it is available for Bookings. Isosconnect is not responsible where Professional fails to properly integrate any independent booking platform of system with the Booking system available on the Platform in such circumstances.
- 4.8.** Unless otherwise agreed by Isosconnect in advance in writing, the charges stated by the Professional by means of the Platform for all Consultation Services (if applicable) shall be inclusive of any VAT, or other tax that the Professional may be required to remit in connection with such sale, as well as any Payment Services Provider processing fees or other ancillary fees to any Consultation Services.
- 4.9.** The Professional consents to Isosconnect processing their personal data as set out in Isosconnect's Privacy Policy available at <https://isosconnect.com/privacy-policy/>.

## **5. Subscription Fees**

- 5.1. The fees charged to Professionals for access to Isosconnect are as dictated on the Platform from time to time. However, Isosconnect may change Isosconnect's fee arrangements at any time giving notice in writing (either on the Platform or by email). New fee arrangements will only take effect from the start of the following month, and the Professional shall be entitled to cancel the Agreement at any time until payment is taken for that month, as noted below.
- 5.2. Typically however, fees for Isosconnect operate on the basis of fixed monthly subscription fees (which are exclusive of VAT unless otherwise specified) and payable via the Payment Services Provider integrated into the Platform monthly in advance for each month of the Term (starting from the Commencement Date).
- 5.3. Any charges levied by Isosconnect's third-party payment processing services provider will be levied to Professional and charged on top of any monthly subscription charges paid.
- 5.4. Tiered pricing structures may apply, and certain features may only be available to Professionals who have paid for a premium or higher tier accounts with additional functionality (any provisions of these Terms notwithstanding).
- 5.5. Any amounts paid shall be non-refundable. Isosconnect reserve the right to charge interest on any overdue amounts owed by Professional to Isosconnect at a rate of 12% per annum above the base rate of lending of HSBC Bank plc from the due date until the payment date. Professional shall also pay Isosconnect's reasonable collection costs in respect of any late payment.
- 5.6. Where the Platform offers payment functionality for payments between Professionals and Customers, no money will be received by Isosconnect at any time, and all payments will be made directly to Professional (who shall register for an account with the relevant Payment Services Provider).
- 5.7. Each party must pay all sums which it owes to the other party under the Agreement free and clear without any set-off, counterclaim, deduction or withholding of any kind save as may be required by law.
- 5.8. The Professional shall make available to Isosconnect and the Payment Service Provider on request any information specified by the Payment Services Provider for the purposes of on-boarding the Professional, including the details specified here – <https://stripe.com/docs/connect/identity-verification>.

## **6. Bookings**

- 6.1. Isosconnect is not obliged to notify the Professional of any requests made to it for Bookings with Professionals (not made via the means provided for on the Platform).
- 6.2. Where functionality is available on the Platform allowing Customers to register and place Bookings directly, and where the Customer places such a Booking with the Professional by means of the Platform, a binding contract will be created between the Professional and the Customer for delivery of the relevant Consultation Services via the Booking for the Agreed Charges (which shall be set entirely at the discretion of the Professional in their Professional Listing) at the time and date specified in the Booking placed by the Customer. By showing themselves as available for Bookings in the diary function available on the Platform, this constitutes a legally binding offer of contract made to potential Customers via the Platform, which is deemed accepted by the relevant Customer once the Booking is placed.

## **7. Cancellation**

- 7.1.** Subject to clause 7.2, no Booking (for the avoidance of doubt, excluding Bookings not arranged with Introduced Customers via the Platform) may be cancelled by either party otherwise than in accordance with these Terms. Customers are entitled to cancel Bookings in accordance with the relevant cancellation policy specified or linked by the relevant Professional in their relevant Professional Listing (these rights must be fair and reasonable in all the circumstances). Professionals are accordingly required to ensure that their cancellation policies are clearly specified accordingly. The Professional authorises Isosconnect to accept any request for cancellation of the Booking by a Customer made in accordance with the above and via the lawful means provided on the Platform, and apply a refund by means of the Payment Services Provider, where the Platform has such functionality implemented.
- 7.2.** That said, in the event that a Booking has been accepted by the Professional, and the Professional is unable, having made all reasonable endeavours, to honour the Booking, the Professional must immediately notify the Customer. Isosconnect reserves the right to remove Professionals from the Platform and terminate the Agreement where Professionals repeatedly cancel Bookings with Customers.
- 7.3.** The Professional must immediately notify Isosconnect if they no longer provide Consultation Services, whether temporarily or permanently.

## **8. Provision of Consultation Services to Customers**

- 8.1.** The Professional acknowledges that Isosconnect does not provide / undertake any supervision for / of the Professional or the Consultation Services.
- 8.2.** The Professional acknowledges that where a Customer has registered to use the Platform, and placed a Booking via the Platform, they may be invited to leave a review in respect of the Consultation Services, which will be visible on the relevant Professional's Professional Profile and may be reproduced in/on other areas of the Platform and other Isosconnect web or social media channels. The reviews are submitted by Customers for use only in the context of the Isosconnect service – the Professional must not reproduce them in whole or in part in any other medium (including on the Professional's own website or social media channels), without Isosconnect's prior written consent.
- 8.3.** If the Professional considers that a Customer has acted in an inappropriate way towards him/her, including in a manner they feel to be offensive, violent or sexually inappropriate, the Professional should immediately make a report to the appropriate authorities and then, unless prohibited by law, to Isosconnect at [theteam@isosconnect.com](mailto: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 Customer in question (where applicable and Professional is lawfully permitted to provide same). The Professional's report may cause Isosconnect to investigate such behaviour and/or bar an individual Customer from the Platform, but Isosconnect 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.
- 8.4.** In the event that the Professional considers that the delivery of remote video Consultation Services may not be sufficient / appropriate for any particular Customer in light of the Customer's reported health issues, the Professional must recommend to the Customer that a physical in-person consultation should be arranged either with the Professional or another health professional. Professionals must not deliver Consultation Services via the Platform if the Customer's health issues or other circumstances mean that it would be inappropriate or unlawful to do so in all the circumstances.
- 8.5.** The Professional must:

- 8.5.1. satisfy itself that providing Consultation Services is safe and suitable for the Customer; and
- 8.5.2. explain to Customers that the Consultation does not involve a physical examination and any additional risks that may arise as a result; and
- 8.5.3. obtain the consent of the Customer to the recording of any Consultation Services and storage of their personal data on the Platform in advance of any Consultation Services being conducted.

## **9. Obligations of the Professional**

- 9.1. The Professional shall provide Isosconnect with any relevant information that Isosconnect reasonably needs to provide the Platform services under the Agreement.
- 9.2. The Professional warrants and undertakes (a) that all Professional Materials (including any information or documents provided by them or on their behalf as part of the registration process, and the contents of their Professional Profile) are honest, accurate, genuine and complete, and (b) that they shall meet the requirements of clause 2.1 at all times during the Term. The Professional agrees to promptly update such information as necessary to ensure it at all times remains honest, accurate, genuine and complete, and immediately notify Isosconnect of any change in the circumstances set out in clause 2.1.
- 9.3. Isosconnect will not cover any costs incurred by the Professional in carrying out its obligations under the Agreement or any Booking, including in relation to any services or Supporting Content provided or prepared in respect of a Booking.
- 9.4. At all times in relation to the Platform, the Professional shall abide by all applicable laws and regulations, any rules, guidance, standard or recommendations of its Regulatory Body. In the event that the Professional becomes subject to any complaint which (i) is investigated by a Regulatory Body or any legal authority (including the Police or courts), (ii) is material or serious in nature (including where any criminal or inappropriate conduct is alleged); or (iii) has been repeated or (iv) which calls the Professional's conduct or competence to practice into question, the Professional shall immediately notify Isosconnect in writing and not accept any further Bookings or fulfil any Bookings already contracted for. If the Professional believes that he/she is not fit to practice at any time, the Professional shall immediately cease providing any Consultation Services and notify Isosconnect.
- 9.5. The Professional will keep confidential, any password or other authentication for its use of the Platform and shall notify Isosconnect immediately on suspicion that any other person has obtained access to it. The Professional is solely and fully responsible for all activities that occur under its account for the Platform, even if such activities are not authorised by the Professional.
- 9.6. Isosconnect is not a party to any transactions for Consultation Services or Supporting Content between Customers and Professionals. In respect of any dispute arising between Customer and Professional, the Professional releases Isosconnect (and its agents and employees) from claims, demands, and damages (direct and indirect) of every kind and nature arising out of or in any way connected with such disputes.
- 9.7. The Professional shall not:
  - 9.7.1. have any authority to incur any expenditure in the name of or for the account of Isosconnect;
  - 9.7.2. hold itself out as having authority to bind Isosconnect;
  - 9.7.3. include in any written, graphical or promotional materials any logo, trade mark or branding of Isosconnect; or
  - 9.7.4. represent itself as an employee or worker of Isosconnect or of any Customer.

- 9.8. The Professional shall be responsible for the supply and maintenance of all equipment and facilities needed by it to carry out the Consultation Services.
- 9.9. The Professional shall ensure that the Consultation Services fully address each requirement as set out in the Booking, and in compliance with any professional standards required by any Regulatory Body.
- 9.10. The Professional shall ensure that the Minimum Information Requirements are displayed or linked to in its Professional Profile.
- 9.11. The Professional must not provide Consultation Services where the Customer presents a condition or issues which are outside the Professional's expertise, or where the Customer lacks the mental capacity to consent to receiving the Consultation Services.
- 9.12. The Professional shall at all times adhere strictly to all Data Protection Laws and include in its Professional Profile a reference and a link to its own Privacy Policy in accordance with which it will use any Customer Data. For the purposes of Data Protection Laws, the Professional is the data controller of the Consultation Data and the Professional and Isosconnect are each data controllers in common of the Account Data. The Professional shall ensure that Customer Data shall at all times be processed by it in accordance with all applicable data protection laws.

## 10. Dealing with Customers

- 10.1. Subject to the remainder of this clause 10 below, nothing in the Agreement shall prevent the Professional from carrying on being engaged, concerned or having any financial interest in any capacity in any business, trade, profession or occupation during or after the Agreement.
- 10.2. The Professional acknowledges and agrees that Isosconnect expends significant amounts of time, resource and money in attracting and introducing Customers to use its Platform. Therefore, in consideration of Isosconnect making available to the Professional the opportunity to provide the Consultation Services and to use the Platform, where a Customer has been introduced to a Professional on the Platform (i.e. the Professional first transacted business with that Customer via the Platform) (an **Introduced Customer**) the Professional agrees to use the Platform as its exclusive method to receive all payments for the Consultation Services (or any other remote consultation services) and Supporting Content provided under a Booking with any Introduced Customer and any additional work undertaken ancillary to the Booking in respect of such Introduced Customer. The foregoing restrictions do not apply to consultation services, or other services, provided in-person with relevant Customers.
- 10.3. Without prejudice to any other right or remedy of Isosconnect, the Professional agrees in the event of breach by it of clause 10.2 above, the Professional shall pay to Isosconnect a sum equal to (i) 10% of the Agreed Charges payable in respect of any sums paid to the Professional by the Customer for the Consultation Services and Supporting Content provided under any relevant Booking and any additional relevant work undertaken ancillary to the Booking in breach of clause 10.2 (subject to a cap of no more than the total Agreed Charges for 5 Bookings (whether delivered remotely or in person); (ii) any costs and disbursements incurred by Isosconnect in recovering such sums from the Professional; and (iii) interest calculated in accordance with clause 5.5.
- 10.4. The parties agree that the liquidated damages payments provided for in clause 10.3 above do not impose a detriment on Professional which is disproportionate to the legitimate interests of Isosconnect in the enforcement of the obligations set out in clause 10.2 without prejudice to Professional's obligation to fulfil its obligations under the Agreement if it is reasonably able to do so.
- 10.5. The Professional must during the Term (and for a period of 6 months thereafter):

- 10.5.1. not submit proposals or solicit Introduced Customers to pay the Professional outside the Platform (except as permitted under 6.1 above); or
- 10.5.2. not accept proposals from Introduced Customers to receive payment outside the Platform (except as permitted under 6.1 above); and
- 10.5.3. notify Isosconnect in the event of an Introduced Customer making a proposal to receive payment outside the Platform.

## **11. Professional's Status**

- 11.1. The Professional acknowledges and agrees that the relationship between the Professional and Isosconnect is that of independent contracting parties. The Professional is not a worker or employee of Isosconnect. The Professional does not have authority to enter into written or oral contracts on behalf of Isosconnect, of either an implied or express nature.
- 11.2. Isosconnect shall not, and shall not be entitled to direct, control or oversee a Professional's work or require that it be performed in any particular manner. Isosconnect does not control a Professional's manner of carrying out the Booking, work hours, location of work, or length of time to complete the Booking.
- 11.3. The Platform is not an employment agency or employment business.
- 11.4. Isosconnect acknowledges that the Professional provides Consultation Services as part of its own business, and that the Professional shall be entitled to:
  - 11.4.1. specify the dates and times at which it wishes to accept Bookings;
  - 11.4.2. set its own charges, including by means of the Platform where applicable;
  - 11.4.3. organise its workload of Bookings as it sees fit subject to adhering to any times agreed with a Customer in a Booking; and
  - 11.4.4. use any materials, equipment or tools selected by it which it is lawfully entitled to use, and which are suitable for performance of the Platform.
- 11.5. The Professional is solely responsible for providing any necessary equipment, materials and expertise necessary to meet its obligations under the Booking.
- 11.6. Isosconnect will not be liable for any tax or withholding, including but not limited to National Insurance, employer's liability, social security, PAYE or other payroll withholding tax in connection with a Customer's use of a Professional's services. The Professional agrees to indemnify Isosconnect and its affiliates from any and all claims, liabilities and reasonable costs arising from or in connection with:
  - 11.6.1. the Professional being classified by HMRC (or any other government body) as a worker or employee;
  - 11.6.2. any other relevant third-party claims under any employment-related laws, such as those relating to wrongful or unfair dismissal, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday pay, retirement benefits, or any other employee benefits.
- 11.7. The Professional agrees that it is responsible for its own accounting and tax affairs and that it will indemnify and hold Isosconnect entirely harmless from any claims from HMRC or any other body in respect of any tax or National Insurance payable in respect of any Booking.
- 11.8. The Professional may appoint a suitably qualified, insured and skilled substitute to perform the Consultation Services on its behalf, provided the substitute satisfies all the relevant requirements set out in these Terms (including in clause 2.1, for example). The Professional shall continue to be the recipient of any payments from Isosconnect in accordance with the Agreement and shall be responsible for any payment due to the substitute. For the avoidance of doubt, the Professional will continue to be subject to all duties and obligations under the Agreement and any Bookings for the duration of the appointment of the substitute.

## **12. Professional Materials**



**12.1.** The Professional hereby grants Isosconnect a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully sub-licensable right to use and reproduce the Professional Materials on the Platform and on Isosconnect's social media accounts.

**12.2.** The Professional warrants and represents that the Professional Materials will not:  
12.2.1. infringe any third party's copyright, trade mark, or other intellectual property rights;  
12.2.2. infringe any third party's rights of publicity or privacy;  
12.2.3. be obscene or offensive or inappropriate to the nature of the Platform; or  
12.2.4. contain any viruses or other malware.

**13. IMPORTANT - Indemnity**

**13.1.** The Professional shall keep Isosconnect indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, ex gratia payments, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Isosconnect as a result of or in connection with:

13.1.1. in respect of the Consultation Services, Supporting Content or the Professional Materials or any related matter, or any breach by the Professional of its obligations under Data Protection Laws in respect of Customers' personal data (as defined in the Data Protection Laws);

13.1.2. any claim, complaint, action or dispute (as well as, where requested by Isosconnect, defending Isosconnect against same) made against Isosconnect by a third party for death, personal injury or damage to property arising out of, or in connection with the Consultation Services or the Supporting Content (except to the extent that the same is caused by the negligence or wilful default of Isosconnect); and

13.1.3. any claim, complaint, action or dispute (as well as, where requested by Isosconnect, defending Isosconnect against same) made against Isosconnect by a third party arising out of or in connection with the supply of the Consultation Services, whether or not such claim arises out of the breach, negligent performance or failure or delay in performance of the Booking by the Professional, its employees, agents or subcontractors.

**14. Insurance**

**14.1.** The Professional shall maintain in force during the Agreement (and for a period of 12 months following it) full and comprehensive Professional Indemnity Insurance (with an insurer, and in an amount, approved by the Professional's regulatory body, where applicable) with a per incident cover of not less than that required by any Regulatory Body to which Professional is subject, and in any event no less than £500,000 (five hundred thousand pounds). The Professional shall on request supply to Isosconnect copies of such insurance policies and evidence that the relevant premiums have been paid. The Professional agrees to inform its insurer of its registration with Isosconnect and that it may be undertaking Consultation Services arranged by means of the Platform.

**15. Commencement and Term**

**15.1.** The Agreement shall commence on the date on which the Professional's account on the Platform is set up, and fees for the first month have been paid, and shall continue until terminated in accordance with clause 16. The Professional's account shall be automatically renewed, and fees debited from the account / card associated with the account, on a monthly basis until termination.

## **16. Termination**

- 16.1.** The Agreement can be terminated without cause by Isosconnect by providing the Professional with one week's prior written notice.
- 16.2.** The Agreement can be terminated without cause by the Professional and by the Professional using the tools available on the Platform not to cancel their account at any time prior to the advance monthly payment collected from the Professional by direct debit, or debit or credit card payment.
- 16.3.** The Agreement may be terminated forthwith at any time by either party on written notice to the other if:
  - 16.3.1.** the other commits a material breach, or series of breaches resulting in a material breach, of the Agreement;
  - 16.3.2.** the other becomes unable to pay its debts, has a receiver or administrator appointed, enters bankruptcy proceedings, or otherwise becomes subject to any insolvency proceedings or process;
  - 16.3.3.** the other suspends trading, ceases to carry on business, or threatens to do either;
  - 16.3.4.** the other (being an individual) dies or ceases to be capable of managing his own affairs; or
  - 16.3.5.** the other fails to make any payment due under the Agreement by the due date for payment.
- 16.4.** Other than termination pursuant to clause 16.2, where the Professional shall be entitled to continued access to the Platform until expiry of the last month paid for by the Professional, the Professional's account on the Platform shall be terminated contemporaneously on termination of the Agreement and any right or licence the Professional had to use the Platform shall end (save as specified in clause 16.5 below). Professional shall no longer be able to deliver Consultation Services or honour Bookings via the Platform from that date, and is required to notify all affected Customers in writing of this fact and inform them whether their Booking is to be cancelled or honoured via an alternative medium. Isosconnect reserves the right to automatically cancel all the Professionals' then current Bookings with any Introduced Customers (as at the date of termination) and to issue refunds to such Introduced Customers automatically by means of the Payment Services Provider.
- 16.5.** Following termination of the Agreement, we will normally permit Professionals to have continued "read only" access to their account on the Platform (i.e. access which permits them to view Customer lists, future and historic Bookings, and historic Booking notes, but not provide any further Consultation Services via the Platform, advertise same, or advertise, accept or take payment for any further Bookings after the date of termination) for up to 6 months. We reserve the right to terminate such access at any time, and without further notice, and to delete all Customer Data (or any other data stored by the Professional via the Platform) upon termination. At the end of the 6 months, or earlier where requested by a Professional, all such data shall be deleted regardless.
- 16.6.** Termination of the Agreement shall be without prejudice to the continuation in force of any clauses of these Terms which by their nature or the context are expressed or implied to survive such termination, including, without limitation, clauses 1 - 3 (inclusive), 4.2 - 4.5 (inclusive), 4.8, 5.3, 5.5, 5.7, 8.2, 8.3, 9.5, 9.7, 9.12, 10 - 14 (inclusive) and 16 - 19 (inclusive).
- 16.7.** Termination of the Agreement shall not impact the accrued rights of the parties up to the date of termination.

## **17. Intellectual Property Rights**

- 17.1.** The Professional consents to Isosconnect using any feedback from the Professional in relation to the Platform in any material produced by or on behalf of Isosconnect to promote the Platform.

- 17.2.** Isosconnect is the owner or the licensee of all intellectual property rights in the Platform, including all rights in the Customer Data and any other data processed by the Platform. The Platform is protected by copyright laws and treaties around the world. All such rights are reserved.
- 17.3.** The Professional must not use any part of the Platform or any content on it, for any commercial purposes other than for the purposes of the Agreement, without first obtaining a licence to do so from Isosconnect.
- 17.4.** The Professional agrees:
- 17.4.1. Not to reproduce, duplicate, copy or re-sell any part of the Platform.
- 17.4.2. Not to access without authority, interfere with, damage or disrupt any part of the Platform; any equipment or network on which the Platform is hosted or stored; or any software used in the provision of the Platform.
- 17.4.3. The word “Isosconnect” branding and logo are trademarks of Chrysalis Health Ltd. The Professional is not permitted to use them without Isosconnect’s prior written approval.
- 18. IMPORTANT – Limitation of Liability**
- 18.1.** Nothing in the Agreement shall limit or exclude Isosconnect’s liability for:
- 18.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 18.1.2. fraud or fraudulent misrepresentation; or
- 18.1.3. any other liability which cannot be excluded or limited as a matter of relevant law.
- 18.2.** Subject to clause 18.1:
- 18.2.1. Isosconnect shall under no circumstances whatever be liable to the Professional, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss of data; or (e) any indirect, special or consequential loss arising under or in connection with the Platform or the subject matter of the Agreement; and
- 18.2.2. Isosconnect’s total liability to the Professional in respect of all other losses arising under or in connection with any Booking and the subject matter of the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the fees actually paid to Isosconnect by the Professional in the preceding 12 months prior to the date any relevant claim or cause of action first arose.
- 19. General**
- 19.1.** Neither party may assign its rights or obligations under the Agreement without the prior written consent of the other.
- 19.2.** The unenforceability of any part of the Agreement will not affect the enforceability of any other part.
- 19.3.** No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 19.4.** The Agreement will bind and benefit each party’s successors and personal representatives. Subject to that, the Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19.5.** Isosconnect will send all notices and other communications regarding the Agreement to the Professional at the e-mail address provided on registering, or by means of the Professional’s account area on the Platform, or by any other means then specified by Isosconnect.
- 19.6.** The Agreement constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

- 19.7.** The Agreement will be governed by the law of England and Wales. Any dispute arising in relation to the subject matter of the Agreement will be submitted to the exclusive jurisdiction of the courts of England and Wales.
- 19.8.** Our VAT number is 276 4619 70.