MyClinic.com – Terms of use for Customers

1. About these terms of use

Welcome to MyClinic.com, which is provided by **MYCLINIC.COM LTD** ("**we**", "**us**", "**our**" or "**MyClinic.com**"), a company registered in England with company number **12587592** with registered offices at 20-22 Wenlock Road, London, N1 7GU, United Kingdom.

These terms of use apply when you, as an individual, use MyClinic.com.

If you do access or use MyClinic.com, it is understood that you agree to these terms of use.

Please be aware that if you do not accept these terms of use you must not access or use MyClinic.com.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING MYCLINIC.COM, INCLUDING THE LIMITATIONS OF LIABILITY (SECTION 13).

2. Key terminology

2.1. In these terms of use, the following terms have the following meanings:

2.1.1. "**Booking**" means the order, purchase, payment, booking or reservation of a Service;

2.1.2. "**MyClinic.com**" means the online platform provided MyClinic.com Ltd. Further details of MyClinic.com's functions are in paragraph 6.1

2.1.3. "**Service(s)**" means the various services (and related products) that can be ordered, purchased, bought, booked or reserved by you from a Service Provider through MyClinic.com;

2.1.4. "**Service Provider**" means the provider of the relevant Services.

2.2. Where the words "**include**" or "**including**" are used in these terms of use, they are deemed to have the words "without limitation" following them, and the examples following these words are illustrative only and shall not limit the sense of the words preceding them.

3. Additional terms

3.1. If you use MyClinic.com via a mobile application ("**App**") you may also be required to adhere to the applicable Appstore Rules. In the event of any inconsistency between these terms of use and the Appstore Rules, these terms of use will prevail.

3.2. The relationships that we have with Service Providers are governed by separate terms and conditions. Each Service Provider is obliged to act in a professional manner when making its Services available on or through MyClinic.com. Please note that Service Providers may have their own terms and conditions for use of the Services they supply (which may include certain disclaimers and limitations of liability). These terms and conditions will be brought to your attention before you complete your Booking for the relevant Services.

3.3. Our Privacy Notice ([www.myclinic.com/privacy-policy/]), as may be updated from time to time, sets out the terms on which we process any personal data we collect from you, or that you provide to us.

3.4. Our Cookie Policy ([www.myclinic.com/cookie-policy/]), as may be updated from time to time, sets out information about the cookies we use on our www.myclinic.com website.

3.5. For the avoidance of doubt, use of our site at www.myclinic.com (or of any other services accessible through it) are subject to separate terms and conditions and privacy policies, which are accessible through the respective sites.

4. Age restriction

4.1. You may only access MyClinic.com if you are at least 18 years old. If you are under 18 years old and would like to access MyClinic.com, please ask your parent or guardian to complete for the relevant Booking for you and confirm that they agree to these terms of use.

4.2. We may suspend services or terminate user accounts if we reasonably suspect that they are being used in breach of the age restrictions set out in this section.

5. Grant and scope of licence

5.1. We are the owner (or the licensee) of all intellectual property rights in the content provided through the MyClinic.com, and the underlying software. This content is protected by copyright laws and treaties around the world.

5.2. In consideration of you agreeing to comply with these terms of use, we grant you a non-transferable, non-exclusive, revocable licence to use MyClinic.com for your personal purposes only and subject to these terms of use. We reserve all other rights.

5.3. If you are accessing MyClinic.com through an App, you may download a copy of the App onto an appropriate device and view, use and display the App on the devices for your personal purposes only.

5.4. Except as expressly set out in these terms of use or as permitted by any local law, you agree:

5.4.1. not to copy any element of MyClinic.com except where such copying is incidental to normal use of MyClinic.com, or where it is necessary for the purpose of back-up;

5.4.2. not to rent, lease, sub-license, loan, or otherwise deal with, or translate, merge, adapt, vary or modify MyClinic.com or any element of it;

5.4.3. not to make alterations to, or modifications of, the whole or any part of MyClinic.com, or permit the same (or any part of it) to be combined with, or become incorporated in, any other programs;

5.4.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of MyClinic.com or attempt to do any such thing (except to the extent that by law cannot be prohibited because they are essential for the purpose of achieving inter-operability or pursuant to any applicable open source licence);

5.4.5. not to provide or otherwise make available MyClinic.com in whole or in part (including object and source code), in any form to any person without prior written consent from us;

5.4.6. to make sure that all details you provide during the registration process (including any details about your age) are truthful and accurate;

5.4.7. to let us know immediately if any of the details you have provided stop being accurate;

5.4.8. to use an appropriate profile name. You must not pretend to be someone else or try to register a profile name which could be considered offensive or defamatory;

5.4.9. to be entirely responsible for any activity that occurs under your profile name;

5.4.10. to keep secret your login details (including your password) – you must change your password if you believe it is no longer secret;

5.4.11. to set up no more than one account for MyClinic.com;

5.4.12. to tell us immediately if you become aware of any unauthorised use of your account; and

5.4.13. to comply with all technology control or export laws and regulations that apply to the technology used or supported by MyClinic.com or any element of it.

5.5. If you use any element of MyClinic.com in breach of these terms of use, we may refuse your further use of and/or access to MyClinic.com with immediate effect and without advance notice.

6. MyClinic.com

6.1. MyClinic.com enables you to register for a MyClinic.com account providing (but not limited to) the following features:

6.1.1. Locate and book online NHS (free) and private (paid for) medical appointments with a range of medical professionals including GPs, consultants and nurses (Service Providers).

6.1.2. Attend online appointments with the Service Providers.

6.1.3. Pay for private online appointments.

6.1.4. Access your MyClinic.com medical record which will include details of your online appointments with Service Providers. You may also be able to remotely access your medical records which are held by your GP Practice and or NHS or other healthcare organisations.

6.1.5. Share your MyClinic.com medical record with Service Providers, GP practice or NHS / other healthcare organisations.

6.2. MyClinic.com is designed to be accessed via the Website or through our App.

7. Registering to use MyClinic.com

7.1. You can register for a MyClinic.com account by entering the required personal details when prompted to on www.myclinic.com or the MyClinic.com App.

7.2. Please note that if you select or are provided with a user identification code, password or any other piece of information as part of our registration or security procedures, you must treat such information as confidential. You must not disclose it to any third party.

7.3. 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 of use.

7.4. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly reset your password to something which only you know. Please visit www.myclinic.com to reset it.

7.5. You can retrieve, change or request that we delete the details you place with us. You will only receive emails that you have agreed to, or those relating to administration purposes.

7.6. You must only use MyClinic.com for lawful purposes and you must not infringe the rights of other users of MyClinic.com.

8. Access to MyClinic.com

8.1. We cannot and do not guarantee that MyClinic.com will always be available or that access to MyClinic.com will be uninterrupted. Access to MyClinic.com is permitted on a temporary basis. MyClinic.com is provided to you by us free of charge, and accordingly we may suspend, withdraw, discontinue or change all or any part of MyClinic.com without notice. We will not be liable to you if for any reason MyClinic.com is unavailable at any time or for any period.

8.2. You are responsible for making all arrangements necessary for you to access MyClinic.com (including having access to an internet connection and an appropriate device or browser).

8.3. You are also responsible for ensuring that all persons who access MyClinic.com through your internet connection and/or device are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

8.4. Whilst we work to strong security standards, we cannot and do not guarantee that MyClinic.com will be secure or free from bugs or viruses and you should use your own virus protection software.

9. Making a Booking

9.1. In making a Booking, you enter into a direct (legally binding) contractual relationship with the Service Provider with whom you have made the Booking. We act solely as an intermediary between you and the Service Provider, transmitting the relevant details of your Booking to the relevant Service Provider and sending you a confirmation email for and on behalf of the Service Provider. MyClinic.com is, therefore, a disclosed agent of the Service Provider and MyClinic.com does not itself (re)sell or offer any product or service to you.

9.2. The information that we disclose through MyClinic.com is based on the information provided to us by the Service Providers. The Service Providers are fully responsible for updating all rates/fees/prices, availability, policies & conditions and other information relevant to the Services they offer. Although we will use reasonable skill and care in providing MyClinic.com, we cannot guarantee that all information is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), inaccurate, misleading or untrue information or non-delivery of information. Each Service Provider remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates/fees/prices, policies & conditions and availability) displayed to you through MyClinic.com.

9.3. MyClinic.com does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, or qualification of any Service Provider, the Services or its facilities, products or services made available.

10. Price and Payment

10.1. Prices and any applicable delivery and/or processing charges will be as quoted through MyClinic.com but may be subject to change by Service Providers at any time (in which case the details on

MyClinic.com will be updated accordingly) and it is possible that, despite our best efforts, some of the pricing and other information shown for certain Services is incorrect. If the Service's correct price at the time of your Booking is higher than the price stated to you, we will contact you for your instructions before we accept your Booking. If your Booking has been accepted and you have been sent a confirmation email before the pricing error was realised, if the pricing error is obvious and could reasonably have been recognized by you as a pricing error, we will provide you with the option of reconfirming your Booking at the correct price, failing which the Booking will be cancelled. Where a Booking is cancelled under this paragraph 10.1 we will refund you any sums you have paid.

10.2. You must not hold MyClinic.com liable or responsible for any charge by the Service Provider and not (re)claim any amount for any valid or authorised charge by the Service Provider of your credit card.

11. Cancellation

11.1. Given that in making a Booking you enter into a direct (legally binding) contractual relationship with the relevant Service Provider, your cancellation rights will be specified by the relevant Service Provider with whom you have made the Booking.

12. Prohibited Uses

12.1. You may use MyClinic.com only for lawful purposes. You may not use MyClinic.com in any way:

12.1.1. that breaches any applicable local, national or international law or regulation;

12.1.2. that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, or is in any manner inconsistent with these terms of use, or act fraudulently or maliciously in respect of MyClinic.com;

12.1.3. which infringes our intellectual property rights or those of any third party in relation to your use of MyClinic.com;

12.1.4. to transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of MyClinic.com;

12.1.5. that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

12.1.6. to access, send, knowingly receive, upload, download, use or re-use any personal information regarding any person other than yourself without their explicit prior consent or where you are legally permitted to do so (for example parent, guardian or power of attorney);

12.1.7. to collect or harvest any information or data in respect of MyClinic.com or our systems or attempt to decipher any transmissions to or from the servers running MyClinic.com; or

12.1.8. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

13. LIMITATIONS OF LIABILITY

Please read this section carefully as it sets out the limits of our liability to you in relation to your use of MyClinic.com.

13.1. Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

13.2. Subject to section 13.1, we will not be liable or responsible for:

13.2.1. any loss or damage that was not caused by a breach on our part;

13.2.2. any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure);

13.2.3. any losses that were not foreseeable to both you and us when you commenced using MyClinic.com (losses or damages are 'foreseeable' if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the contract created by your use of MyClinic.com);

13.2.4. any loss or damage arising from an inability to use MyClinic.com;

13.2.5. use of or reliance on any content displayed through MyClinic.com (regardless of the origins of such content unless due to our breach or negligence);

13.2.6. any inaccuracy relating to the information (including price and availability) about the Services or Service Providers as made available through MyClinic.com;

13.2.7. the Services rendered or the products offered by the Service Providers; or

13.2.8. any personal injury, death, property damage, or other damages, losses or costs suffered, incurred or paid by you, whether due to acts, errors, breaches, negligence, wilful misconduct, omissions, non-performance, or misrepresentations by or (wholly or partly) attributable to a Service Provider (including any of their employees, directors, officers, agents, representatives, subcontractors or affiliated companies).

13.3. Subject to section 13.1, our liability for any losses suffered arising out of, or in connection with, your use of MyClinic.com, whether in contract, tort (including negligence) or breach of statutory duty, or otherwise is limited to the sum of one thousand pounds (£1,000).

13.4. If defective digital content which 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 for the damage caused. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13.5. Please note that we only make MyClinic.com available to you for domestic and private use. You agree not to use MyClinic.com for any commercial or business purposes.

13.6. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to MyClinic.com, whether express or implied.

13.7. This section does not affect any legal rights you may have as a consumer in relation to defective services or software. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.

13.8. You acknowledge that we have made MyClinic.com available to you in reliance upon these terms of use (including these limitations of liability).

14. Termination

14.1. You are free to stop using MyClinic.com at any time (subject to the terms of sections 10 Price and Payment and 11 Cancellation).

14.2. If you breach any of these terms of use we can stop providing all or part of the MyClinic.com to you. If we terminate (or suspend) your access to the MyClinic.com then we will subsequently notify you by email or at the next time you attempt to access your account.

14.3. In all such cases, the contract between us under these terms of use shall terminate and:

14.3.1. all rights granted to you shall cease;

14.3.2. you must immediately cease all activities authorised by these terms of use, including your use of MyClinic.com;

14.3.3. any provision of these terms of use that expressly or by implication is intended to come into or continue in force on or after termination of your right to use the Service shall remain in full force and effect, including: sections 5 (Prohibited Uses), 7 (Intellectual Property Rights), 9 (Limitations of Liability), 14 (Choice of Law and Jurisdiction) and 15 (General).

15. Collection of Personal Data

15.1. If you register to use MyClinic.com then MyClinic.com may collect personal data about you (which may include name, date of birth, gender, house number, postcode, NHS number, e-mail address and phone number, the Device's phone number, username, password and other registration information. This data will be securely held in accordance with the terms of our Privacy Policy (please see www.myclinic.com/privacy-policy/.

16. Sharing your records

16.1. MyClinic.com enables users to share elements of their medical record with third parties.

16.2. **Given the nature of the information in your record it is your responsibility to only share your records with trusted recipients that may need access to certain details so as to be better able to provide you with care.**

16.3. **We recommend that you should only share any data where there is a clear need for you to do so. You are responsible for choosing to share your medical record and you must do so with all due care. If you do choose to share any data then it is out of our (or your clinician's) control and you are responsible for ensuring that any medical record data you share is held securely. We will not be liable for any disclosure of sensitive and personal data if such disclosure arises as a result of you using MyClinic.com to export or print out or otherwise share any information made available to you.**

16.4. **By sharing your record, you acknowledge that this is done at your own risk.**

17. Complaints procedure, choice of law and jurisdiction

17.1. We hope to make your experience of MyClinic.com an excellent one and welcome your comments, suggestions and details of satisfaction or dissatisfaction. If you have any comments or complaints in relation to MyClinic.com, please contact our Customer Service team.

17.2. If this does not resolve your complaint, you can upload your complaint via the European Commission's ODR platform. This platform for online dispute resolution can be found here: http://ec.europa.eu/odr

17.3. If a complaint, dispute or claim is not successfully resolved through discussions between you and us or through the European Commission online dispute resolution platform, please note that these terms of use are governed by and construed in accordance with English law. You and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales (save 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).

17.4. MyClinic.com is intended for use by persons resident within the United Kingdom. If you are accessing or attempting to access MyClinic.com from any other location then: (i) we make no representations that you will be able to access MyClinic.com or that it will function correctly; and (ii) you are responsible for ensuring that you act in accordance with any applicable laws in whatever jurisdiction you are resident.

17.5. Use of MyClinic.com is not authorised in any jurisdiction that does not give effect to all provisions of these terms of use, including this section.

18. General

18.1. We may update, amend or modify these terms of use from time to time, including, to reflect changes in law or as a result of changes to MyClinic.com or the addition of new features – it is therefore important that you refer to these terms of use from time to time to ensure that you are familiar with the relevant terms which govern your use of MyClinic.com. You should print off a copy of these terms of use for future reference.

18.2. The latest version of our terms of use will be accessible through MyClinic.com and we will notify you of any material changes through MyClinic.com. You may be required to read and accept our new terms to continue your use of MyClinic.com.

18.3. If any part of these terms of use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect (and if any of the sub-sections in section 13.2 are held to be invalid and are struck out then this shall not impact on any of the remaining sub-sections).

18.4. We will not be in breach of any of our obligations under these terms of use (or otherwise liable for any failure or delay in performance) if we are prevented, hindered or delayed in or from performing any of our obligations by any event beyond our reasonable control. The time for performance of such obligations shall be extended accordingly.

18.5. Subject to any specific terms detailed through MyClinic.com in relation to particular features or materials, these terms of use (together with the documents referred to in them) set out the entire agreement between you and us in respect of your use of MyClinic.com.

18.6. No failure or delay by us to exercise any right or remedy provided under these terms of use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.7. Any rights not expressly granted by us under these terms of use are reserved.

Trade Marks

The MyClinic.com and MyClinic.com logos, MyClinic.com, and MyClinic.com are all registered trade marks, which are either owned by, or are licensed to, MyClinic.com Ltd.

Contact Us

To contact us, please send an email to support@myclinic.com.