

MYSURGERY – TERMS AND CONDITIONS OF SERVICE AND USE

1. Important information and who we are

These are the terms and conditions of service and use (“**T&Cs**”) for services provided through or in connection with our website mysurgery.me, including without limitation, the subdomains patients.mysurgery.me, portal.mysurgery.me and any other subdomains related to the mysurgery.me website (together the “**Website**”). The Website is operated by or on behalf of InformedConsent Ltd (we, us and our). We are a limited company, registered in England. Our registered company number is 11413980, and our registered office is at 6 Jonathans, Dene Road, Northwood, HA6 2AD, United Kingdom.

We have created the Website to help patients properly understand their surgery or procedure and the associated risks before providing their informed consent to such surgery or procedure.

We license use of the Website and the services offered on the Website, including the animated videos which provide certain detailed information about particular surgeries and procedures (“**Services**”) to you on the basis of these T&Cs and by accessing the Website or using any Service you agree to be bound by these T&Cs. Use of your personal information submitted to or via the Website is governed by our Privacy Policy, which explains how we use your personal data. We may revise these T&Cs from time to time and will notify you if we are making any significant changes. We recommend that you store or print off a copy of these T&Cs for your records. These T&Cs were last updated on 22 October 2019.

A separate and different set of terms and conditions of service and use apply where you are a healthcare professional or partner using the Website or the Services.

2. Use of the Website

You should only use the Website if:

- a) your surgeon, doctor, other healthcare professional has recommended you use the Website as part of the process of deciding whether to provide your informed consent to a surgery or procedure which has been proposed by that surgeon, doctor, other healthcare professional;
- b) you agree to use the Website in accordance with these T&Cs;

- c) you agree to provide your email address to your surgeon, doctor or other healthcare professional and agree that it can be shared with us to the extent necessary to provide you with the Services; and
- d) you acknowledge that the Website is intended for use only by persons who are at least 16 years of age. By using the Website, you confirm to us that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the Website.
- e) you have capacity to understand, retain, weight up and communicate the information conveyed on the Website and through the Services in relation to your specific surgery or procedure, as assessed by your surgeon, doctor, other healthcare professional, in accordance with the Mental Capacity Act (2005)

After your surgeon, doctor or other healthcare professional has registered your email address, you will receive an email with a personalised link to the section of the Website which will require you to confirm your name and date of birth, and confirm that you are indeed the named person stated in these details. Once this information has been provided you will be taken to that section of the Website which contains the Services which are relevant to your surgery or procedure.

You must provide us with accurate, complete and up-to-date information. You are responsible for the accuracy of the information you provide to us.

The personalised link in your email, will be the only secure means by which you will be able to access your own personalised section of the Website throughout your use of the Websites and the Services. It is your responsibility to keep this email and personalized link accessible, safe and secure, to ensure that you and no one else has access to your personal record on the Website. If this is misplaced, lost or stolen, it is your responsibility to contact us immediately, so that we may reset or block access (as appropriate) your own personalised section of the Website via this personalised link.

3. The Website and Services do not provide medical advice

The Website and the Services are provided for general information purposes only and do not provide medical advice. Any information on the Website or included in the Services is designed as educational material and should not be taken as a recommendation for treatment of any particular person or a recommendation to provide medical consent to any surgery or procedure. Use of the Website and the Services does not create a doctor-patient relationship between us and you.

Although the Website and the Services are intended to assist you to properly understand a particular surgery or procedure and the associated risks before providing informed consent to such surgery or procedure, the Website or the Services should never be relied upon as a substitute for professional medical advice, diagnosis or treatment from a qualified health care professional familiar with your medical history, and should not be relied on to make decisions about your health or in relation to providing medical consent to a particular surgery or procedure. The Website only handles general patient-related data, which cannot be used to diagnose or prescribe treatment in your particular case. Only your surgeon, doctor or other healthcare professional can do that.

The Website should not be relied upon as your sole means of contact or engagement with any healthcare professional. While using the Website and the Services, you must continue to engage with the healthcare professionals responsible for your care in such manner as they direct. Where any part of the Website or the Services is unavailable for any period of time you should continue to contact the healthcare professionals responsible for your care as usual and as necessary for your treatment using other appropriate means. We accept no liability for your failure to do so.

Never make a decision, take or refrain from taking any action on the basis of the information you obtain from the Website or the Services with regards to a surgery or procedure and the associated risks, including deciding whether to provide medical consent to such surgery or procedure before first consulting with your surgeon, doctor or other healthcare professional, as instructed by them.

We are not affiliated to, nor are we an agent of, your surgeon, doctor or any other healthcare professional and we are not responsible for any medical advice provided by your surgeon, doctor or any other healthcare professional whether such medical advice was provided in connection with the Website or Services or otherwise.

To the best of our knowledge, the Website and the Services have been formulated based on information available with a reasonable standard of accuracy but such information has not been developed to meet your specific individual requirements. Except as expressly set out in these T&Cs, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Website or the Services and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Website or the Services or relying on any content contained on the Website or within the Services.

We are not responsible for any actions, decisions or recommendations of your surgeon, doctor, other healthcare professionals or the administrators of any research projects or clinical studies you are involved in. We are not a registry, and as such, we do not review, and are not required to review, the data received through the Website from you, your surgeon, doctor, other healthcare professionals or the administrators of any research projects or clinical studies you are involved in.

4. Changes to the Website, Services and T&Cs

It is our policy to continually review and update the Website and the Services, and we reserve the right to make changes to the Website, the Services and/or to these T&Cs from time to time.

5. Suspension & termination

We may, from time to time, with or without prior notice, temporarily suspend the operation of any of the Service and/or any part of the Website (in whole or in part) for repair or maintenance work or in order to update or upgrade any contents, features or functionality. Where the Website or any of the Services relevant to you is unavailable for any period of time, you should continue to contact your surgeon, doctor (or other medical professional responsible for your care) and the administrators of any clinical studies or research projects in which you are participating in connection with the Website or the Services, as usual and as necessary for your treatment or research participation, using other appropriate means.

We may, with or without prior notice, terminate any contract between you and us ("**Contract**") or suspend and/or terminate any Service and/or your use of your account in the event that you have breached any of these T&Cs.

We maintain the right to withdraw your ability to use the Website and/or the Services at any time, if we understand, after consultation with your surgeon, doctor or other healthcare professional or the administrators of a clinical study or research project in which you are involved, that the Website or the Services may no longer be suitable for your medical needs. You agree to cease using the Website and the Services where you are advised by your surgeon, doctor or other healthcare professional that they are no longer suitable for you to use.

If you have breached these T&Cs, we may take such action as we deem appropriate. Such a breach by you may result in our taking, with or without notice, all or any of the following actions:

- a) issuing a warning to you;

- b) immediate, temporary or permanent withdrawal of your right to use the Website and/or any Service;
- c) legal proceedings against you for reimbursement of all recoverable loss and damage resulting from the breach; and/or
- d) disclosure of all relevant information to law enforcement authorities as we reasonably feel is necessary.

The rights described above are cumulative and are not limited, and we may take any other action we deem appropriate.

Upon termination of any Contract or Service or your account, for any reason:

- a) all rights granted to you under these T&Cs will immediately cease;
- b) you must promptly discontinue all use of the Website and any Service as directed; and
- c) it is your responsibility to contact your surgeon, doctor and any other healthcare professional and advise them of this termination.

6. Access to the Website and the Services

By accessing the Website or the Services you agree to be bound by the terms of our privacy policy, a copy of which is available on the Website (the "**Privacy Policy**").

We cannot guarantee the continuous, uninterrupted or error-free operability of our Website or the Services. There may be times when certain features, parts or content of the Website or Services, or the entire Website, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you.

You agree that we will not be liable to you or to any third-party for any unavailability, modification, suspension or withdrawal of the Website or Services, or any features, parts or content of the Website or Services.

The Website connects you to the Services via the internet via your third-party internet services provider or mobile services provider's network and a stable internet connection is required to access the Website and the Services. You acknowledge and agree that we are not responsible for any unavailability of the internet, connection quality issues, service interruption or diminished functionality in the Website or with

respect to the Services, which you may experience as a result of any such unavailability of any part of the internet or issue with your device's internet connectivity.

7. What you are allowed to do

You may only use the Website and Services for non-commercial use (unless expressly granted written permission to do otherwise by us) and only in accordance with these T&Cs. You may retrieve and display content from the Website and Services on a computer or other device screen.

Additional terms may also apply to certain features, parts or content of the Website and Services and, where they apply, will be displayed on-screen or accessible via a link.

8. What you are not allowed to do

Except to the extent expressly set out in these T&Cs, you are not allowed to:

- a) 'scrape' content or store content of the Website or the Services on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing any or all of the content of the Website or the Services;
- b) submit any content to the Website which is false, misleading or fraudulent or which could be considered defamatory, offensive or otherwise objectionable;
- c) remove or change any content of the Website or attempt to circumvent security or interfere with the proper working of the Website or the servers on which the Website is hosted;
- d) republish, redistribute, reverse-engineer or re-transmit the Website or the Services, and/or any of the content made available on the Website or in connection with the Services; or
- e) otherwise do anything that is not expressly permitted by these T&Cs.

You must only use the Website and the Services for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates, directors, officers, employees, agents or representatives.

All rights granted to you under these T&Cs will terminate immediately in the event that you are in breach of any of them.

9. Intellectual property rights

You acknowledge that all intellectual property rights in any content of the Website and Services (including text, graphics, artwork, animation, medical/technical information, software, photographs and other images, videos (animated and non-animated), sounds, voiceovers, trade marks and logos) are owned by us or our licensors.

Except as expressly set out in these T&Cs, nothing in these T&Cs gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing or downloading content from the Website or receiving the Services. In the event you print off, copy or store pages from the Website or the Services (only as permitted by these T&Cs), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

10. Website and Services features & content

We may change the format, features and content of the Website and/or the Services from time to time. You agree that your use of the Website and Services is on an 'as is' and 'as available' basis and at your sole risk.

Whilst we try to make sure that content on the Website and included as part of the Services consists of information which we reasonably believe to be correct and accurate, you acknowledge that content available on the Website or as part of the Services is derived from a number of sources for which we are not responsible. In all cases, information on the Website and included as part of the Services is not intended to amount to authority or advice on which reliance should be placed. You should check with us or your surgeon, doctor or other healthcare professional before acting on any such information.

Whilst we take reasonable steps to ensure that the Website and the Services and content available via them is free of malware and viruses, we cannot and do not guarantee that any content on the Website included as part of the Services will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content you access through our services.

11. External links

The Website may, from time to time, include links to external sites, which may include links to third-party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or

for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

12. Our liability to you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Accordingly, nothing in these T&Cs shall limit or exclude our liability to you:

- a) for death or personal injury caused by our negligence or the negligence of our employees;
- b) for fraud or fraudulent misrepresentation or misrepresentation as to a fundamental matter;
- c) for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- d) for any other liability that, by law, may not be limited or excluded.

Except for in respect of the matters listed in the paragraph above setting out where we do not limit or exclude our liability to you, our maximum aggregate liability in contract, tort (including our negligence or breach of statutory duty) or otherwise for any breach of these T&Cs (or series of related events of default) shall not exceed £100.

We are responsible to you for foreseeable loss and damage caused by us. Subject to the financial limitation above, if we fail to comply with these T&Cs, we are responsible for reasonable loss or damage you suffer that is foreseeable as a result of any negligent act or omission which breaches these T&Cs or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if either it is obvious that it will happen or if, at the time you accepted these T&Cs, both we and you knew it might happen.

Subject to the financial limitation above, if defective digital content that we have supplied damages a device or digital content belonging to you, and such damage is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you or for damage that was caused by you failing to correctly follow installation instructions or to have in place any minimum system requirements advised by us.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. If our provision or support for the

Website is delayed by an event outside of our control then we will aim to contact you by email as soon as possible to let you know that we will take steps to minimise the effect of the delay. If we do this, or even if we do not manage to do this for any reasonable cause, we will not be liable for delays caused by such event.

No agency, partnership, joint venture, employment relationship or franchise relationship is intended or created between you and us as a result of your use of the Website or the Services.

The Website and the Services are made available to patients exclusively for domestic, private and personal use to support the proper understanding of their surgery or procedure and the associated risks before providing informed consent to such surgery or procedure. You agree not to use the Website or the Services for any commercial, business or resale purposes and, where you do, we will have no liability to you or any third party for any loss of profit, loss of business, business interruption or loss of business opportunity. We will also maintain the right to bring the relevant legal proceedings against you and/or your business in relation to such improper use of the Website and/or the Services.

13. General

Contact

All notices given by you to us must be given in writing to the address set out at the end of these T&Cs. We may give notice to you at either the email or postal address (if applicable) you provide to us.

Delay

If we fail to enforce any of our rights, that does not result in a waiver of that right. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you in respect of your breach of these T&Cs, this will not mean that you do not have to do those things and it will not prevent us taking action against you at a later date.

Enforceability

If any provision of these T&Cs is found to be unenforceable, all other provisions shall remain unaffected.

Variation

These T&Cs may not be varied except with our express written consent.

Entire agreement

These T&Cs and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter hereunder. We are required by law to advise you that contracts may be concluded in the English language only and that no public filing requirements apply.

Transfer

We may transfer our rights and obligations under these T&Cs to another organisation. We will always tell you in writing via email if this happens and we will ensure that the transfer does not materially and prejudicially affect your rights under these T&Cs.

We are giving you personally the right to use the Website and the Services as set out in these T&Cs. You may not transfer your rights or obligations under these T&Cs to another person without our prior written agreement.

Rights of third-parties

You may not share the Services with any other person and this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs.

Governing law and jurisdiction

These T&Cs shall be governed by English law, except that if you live in a jurisdiction which provides you with inalienable rights as a matter of mandatory local law, there may be certain mandatory applicable laws of your jurisdiction which apply for your benefit and protection in addition to or instead of certain provisions of English law.

You agree that any dispute between you and us regarding these T&Cs will only be dealt with by the English courts, except that if you live in a jurisdiction which provides you with inalienable rights as a matter of mandatory local law, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may do so in your or our jurisdiction (as determined by us in our sole discretion).

The European Online Dispute Resolution platform provides information about alternative dispute resolution which may be of interest, although this may not be applicable to these T&Cs should the United Kingdom leave the European Union.

14. Contacting us

Please submit any questions you have about these T&Cs, the Website or the Services, or any complaint or concern in relation to the Website or any Service by email to info@mysurgery.me or write to us at: 6 Jonathans, Dene Road, Northwood, HA6 2AD, United Kingdom.