

Goode4U Core Terms of Use ('Terms') of Our Service

You should read these Terms carefully before using Goode4U services as they set out the basis on which we provide services to you. If you are unhappy with or do not agree with these Terms then you should exit the Goode4U platform and cancel any appointment.

These Terms apply to all of the users (including 'you') of our website (<http://www.goode4u.com>), our mobile application and/or our tablet application ('App') (together, the 'Platform'). These Terms apply to you whether you are an NHS or private (self-funded) patient and should be read in conjunction with the additional terms listed below.

By using the Platform, you are agreeing to these Terms, along with the following additional terms, which also apply and shall be incorporated into our Contract with you:

- our Privacy Policy (<http://www.goode4u.com/privacy-policy>);
- our Cookie Policy (see Schedule 1).
- the additional Terms and Conditions of Service which apply for NHS Patients or Private Patients, depending on how you are accessing Goode4U's services.

Any reference to 'these Terms' shall include all of these terms (as applicable)

Capitalised terms shall have the meanings set out in the Definitions section (see Section 20).

1. EMERGENCIES

Please note that Goode4U is NOT to be used in an EMERGENCY situation

IF YOU BELIEVE THAT YOU OR THE PERSON YOU ARE ASSISTING IS IN AN URGENT OR EMERGENCY SITUATION YOU SHOULD IMMEDIATELY DIAL 999.

YOU SHOULD CALL 999 IMMEDIATELY in a critical or life-threatening situation, such as if someone has:

- difficulty breathing;
- severe bleeding and it can't be stopped;
- severe chest pain;
- a severe allergic reaction;
- severe burns or scalds;
- loss of consciousness;
- major trauma such as the result of a serious road traffic accident, a stabbing, a shooting, a fall from height or a serious head injury; or
- acute confused states and fits which aren't stopping,

or if you believe someone is having a heart attack or stroke.

2. WHO WE ARE AND HOW TO CONTACT US

Who we are. The Platform is owned and operated by Goode4U Limited ('Goode4U', 'our', 'us' or 'we'), a company registered in England (company number **7371732**).

Goode4U is regulated by the Health Care Professionals Council ('HCPC'). The HCPC is the independent regulator of all health care professionals in England.

How to contact us. To contact us, please email info@goode4u.com.

We may contact you by email to the email address provided in your Account, by written communication to the postal address provided in your Account or by a general notice on the Platform.

3. OUR SERVICES

What Services do we offer? Goode4U offers a Platform which enables you to connect online, in real time, to Practitioners.

Each of the Practitioners is registered with the Chartered Society Of Physiotherapists (CSP) and is an independent professional.

Our Platform is available to you if you are in the United Kingdom (i.e. England, Wales, Scotland and Northern Ireland). We do not represent that any content

available on or through the Platform is appropriate for use or available outside the United Kingdom

You can use the Platform in order to:

- book an appointment for an online consultation with a Practitioner via the Platform ('Appointment');
- obtain qualified and professional medical advice from the Practitioner and related administrative services including referrals and sick notes; and
- if agreed with the Practitioner during the Appointment, and where supported by Goode4U, you may also obtain prescriptions for certain medication(s),

(each a 'Service' or together the 'Services').

Appointments are subject to availability. Appointment times are subject to change and are only made available to you at our sole discretion.

In the event that:

- you require medical advice and you are unable to access Goode4U for whatever reason;
- there are no Appointments available to suit your requirements;
- you miss an Appointment for whatever reason;
- you lose connection to the Platform during an Appointment; or
- your Appointment is cancelled, including as a result of a Practitioner being unavailable,

it is your sole responsibility to either book an alternative Appointment with us or seek appropriate alternative medical advice from alternative service providers (e.g. your NHS GP practice if you are registered with one).

Sessions. A 'Session' is a ten-minute block of time, during which you can have a consultation with a practitioner via the Platform

Booking an Appointment in advance. You can choose to book a number of Sessions in advance, which we refer to as an 'Appointment'. The maximum number of consecutive Sessions that you can book in advance at any time is two (i.e. a 20

minute Appointment). You can request an Appointment on your chosen date and time (subject to availability) via the Platform.

Confirmation of Appointments. After you have requested an Appointment via the Platform you will be sent written confirmation of the Appointment in the form of an email. If you do not receive such confirmation within twenty four (24) hours of requesting your Appointment (or, in the case of same day Appointments, within four (4) hours of the start of your intended Appointment) please contact us (see Section 2) to check we have received your booking request.

Your right to make a change to an Appointment once booked. If you wish to make a change to the date or time of your Appointment you should do this via the Platform as soon as possible. We will let you know if the change is possible. If it is possible we will let you know about any changes to the date or time of your Appointment or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your Appointment.

Our duty if we make changes to an Appointment once booked. We will advise you by email as soon as possible if we have to amend, change or cancel any Appointment that you have booked.

Same Day Appointments. If you want a consultation as soon as possible on the same day, you will need to check for any available Sessions via the Platform. The waiting time and all other time estimates provided and/or published on the Platform are based on our system's best estimates having reviewed live activity and usage statistics. You accept that the waiting time and all other time estimates are provided as a guide only and do not guarantee provision of the Services, or that a connection with a Practitioner will be made within certain parameters, within a given time period or at all. You accept that we will not refund fees based on waiting times or any other time estimates being inaccurate.

Prescription services. Goode4U does not offer a prescription provision or fulfilment service. Prescriptions will only be issued by Practitioners where it is appropriate, legal and responsible in the circumstances and as the result of discussion and mutual agreement between you and the Practitioner.

Practitioners and choice. You may not be able to choose the Practitioner for your Appointment unless we make this option available to you on the Platform, which we may do from time to time at our sole discretion. We do not make any guarantee whatsoever as to the availability of any single Practitioner at any time.

We do not make any representation nor give any warranties regarding any Practitioners' training, qualifications or skill, although we do, as required by the CQC and UK law, make appropriate checks to ensure that each Practitioner has a current and valid registration with the GMC and a right to practice in the UK.

4. SAFE USE OF THE SERVICES

To ensure you are able to use the Platform and Services safely and in accordance with these Terms, you must:

- provide full and accurate information about your medical history and current symptoms (to the Practitioner during an Appointment and by uploading relevant information to the Platform, as applicable). Failure to provide full information may impact on our ability to provide the Services and the ability of the Practitioner to make a full assessment of your health and care needs;
- comply with our Fair Usage Policy (see Schedule 1, below) at all times;
- not use the Services for any inappropriate purposes (including, without limitation, to obtain clinically inappropriate prescriptions);
- follow instructions given to you on the Platform and/or by a Practitioner;
- follow instructions on any medicine or healthcare product recommended to you on the Platform and/or by a Practitioner;
- seek further medical advice if you have any concerns about the information given to you on the Platform and/or by a Practitioner or if your condition changes; and
- seek immediate medical assistance if you suffer adverse or unexpected effects of any treatment, medicine or healthcare product recommended to you on the Platform and/or by a Practitioner. Please see Emergencies (see Section 1).

5. PRESCRIPTIONS, LETTERS AND SICK NOTES

To request a prescription, letter or sick note, you must do this in-consultation (during a live Session) with a Practitioner. This is the only means of requesting a prescription, letter or sick note on the Platform.

Contents

You understand and accept that each Practitioner, at their sole discretion, creates prescriptions, letters and sick notes via the Platform based on their own professional judgement and legal obligations. You understand and accept that the content of such items is individual, based on information you provide to the Practitioner and your presentation at the time of your consultation. As such, the contents of any prescription, letters or sick note may vary; the precise nature of the content shall be at the sole discretion of the Practitioner and you agree to hold harmless Goode4U, its employees, officers, directors, agents and affiliates from any claim that may arise as a result of the contents of such items. You must not tamper with the content of any such prescriptions, letters or sick notes (to do this would be a criminal offence). You understand and accept that there is no guarantee that such prescriptions, letters or sick notes will contain the content you desired, hoped for, expected, were informed of, understood or believed they would contain.

Lost prescriptions, letters or sick notes

If you lose a prescription, letter or sick note, a copy of the relevant document may be issued, subject to the prescribing Practitioner agreeing to re-issue the document. You understand and accept that there is no guarantee that a Practitioner will agree to re-issue any document. In the event that the Practitioner re-issues your lost prescription, letter or sick note, you understand and accept you will be charged in accordance with the current cost for a 'Copy'. In order to request a prescription, letter or sick note previously issued via the Platform to be re-issued please go to your Account or Contact Us (see Section 2).

Delivery by email

You understand and accept that documents sent by email are deemed to have been sent to you once the Platform marks the email containing the document as 'correct' and 'sent', including time and date stamping that prescription for our records. You

understand and accept such records shall be accepted by you as proof that we have sent the document and fulfilled our obligation to provide the same.

You understand and accept that we are not responsible for the spam, junk or mail receipt prevention tactics of your email service provider/host, which may for whatever reason outside of our control filter emails from us away from your inbox. In such instances you understand and accept that you must take such issues up with your email provider and not us.

We enable access to documents delivered via email using a pass-code, for data security reasons. This pass-code will be messaged to the mobile phone number you have registered to your Account. Such pass-codes are issued by us and only valid (in the sole opinion of Goode4U) pass-codes will grant access to a document. You understand and accept that our pass-codes expire 30 days after their delivery and you will no longer be granted access to that document unless you request a new code and we, at our discretion, agree to provide such a code. You agree that we may charge you a reasonable administration fees for providing you with an additional pass-code.

If you do not contact us (see Section 2) and inform us of an issue, we will deem documents by email to have been received by you within twenty-four (24) hours of us marking them as sent.

Once we have issued your prescription to you please follow the instructions in the accompanying email. You understand and accept that you shall ensure that you forward the email that you receive from us with the prescription attached (without attempting to make or making any alteration to the contents of the email) to the pharmacy that you wish to have the prescription fulfilled at.

6.CONNECTIVITY

For details of the technical requirements to access and use the Services, please see Connectivity.

7. YOUR GOODE4U ACCOUNT

Registration requirements. In order to register for an account via the Platform ('Account') and the Services you represent and warrant that you:

- are at least eighteen (18) years of age or in the company of a responsible adult; and
- have capacity to accept and agree to these Terms.

Register an Account on the Platform. To register with us you are required to provide accurate and complete information, including your first and last name, email address, postal address, mobile telephone number (you are not permitted to use landline numbers in place of a mobile telephone number) and any other information that we specifically request. You must keep your Account details up to date at all times. We reserve the right to terminate any Account which (at any time) does not include a valid email address and mobile telephone number (not a landline) on file as part of that individual's Account. Both the email address and mobile telephone number must be stored in the profile for your Account. Please note: this does not affect our conformity with all relevant UK laws regarding the keeping, maintenance and protection of medical/patient records.

Identification Checks / fraudulent Accounts. We may contact you by telephone, post or email to verify identity or other Account information and may request further information from you, which you agree to provide, in order to ensure you have not fraudulently created your Account. If you do not provide this information in the manner requested within seven (7) Working Days of the request, we reserve the right to suspend, discontinue or deny you access to and use of the Platform and Services until the information is provided to our reasonable satisfaction.

Only register one Account to use the Platform. If you use multiple accounts for the Services, this will mean that records of your care may be inaccurate and you may put the safety and quality of your future care at risk.

Third party information that you provide. Where you upload any personal health information to the Platform which you have obtained from a third party health service provider, you warrant that such information is provided lawfully and has not been tampered with.

Keep your log-in details confidential. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our

security procedures, you must treat this as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly Contact Us (see Section 2).

Responsibility for your Account. You are solely responsible for all activity that occurs on your Account and you must notify us immediately if you become aware of any unauthorised use of your Account or if your login details are lost or stolen. We shall not be liable for any losses that you incur as a result of any unauthorised use of your Account.

We may monitor use. We reserve the right to monitor your use of the Platform and/or Services and 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 or if we suspect any unauthorised use or misuse of the Platform and/or Services.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

For further information about how we use your personal information please see our privacy policy (<https://www.goode4u.com/privacy-policy>).

Electronic Medical Records. Your Goode4U electronic medical record ('EMR') is created for you to document (by way of consultation with a Practitioner only), store and access your personal health information online, including:

- medical history;
- current health conditions;
- symptoms;
- complaints;
- allergies; and
- medications,

and for your Practitioner to record the results of his or her consultations with you in accordance with his or her obligations under applicable UK law. Your Practitioner will attach to your EMR any information provided or collected as part of an Appointment (which we may supplement with documents to be reviewed in the

consultation though the Practitioner will not be able to directly save or add images/documents)). You will be able to share images with the Practitioner as part of the chat function in the consultation but these images will not then automatically be saved onto your records on the Platform. If you want a particular detail added to your EMR it is your responsibility to express this to your Practitioner during an Appointment. By using the Platform, you agree that Goode4U and the Practitioners shall be permitted to use your EMR for the purposes of providing the Services and facilitating your care. Such use shall always be in compliance with applicable law and our Privacy Policy (<https://www.goode4u.com/privacy-policy>).

If you would like a copy of your Goode4U EMR, you can request them for free by logging into your Account and 'Releasing Your Notes'. We recommend that you do this periodically so that they can share this information with other medical service providers and medical insurers.

Information Resources (Opt-in). By registering on the Platform and then providing "opt-in" consent to receive information resources and/or marketing communications, you are agreeing to the receipt of offers, promotions, surveys, newsletters and other information regarding medical and health-related topics, which may include links to other related websites.

If you do not wish to receive such communications, you may opt-out at any time by going to Account and selecting My Details and "Communication Preferences".

Recording Appointments.

You are not permitted to make any form of recording of any Appointment yourself.

9. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time. Every time you wish to use our Platform, please check these Terms to ensure you understand the Terms that apply at that time. If we make any material changes to these Terms, we will try to give you reasonable notice prior to the change becoming effective. Any change will be effective immediately when the revised Terms are posted on the Platform. You should stop using the Platform if you do not agree to any changes.

These Terms were most recently updated in September 2019. To obtain an historic version of these Terms please Contact us (see Section 2). We recommend that you print and keep a copy of these Terms.

10. WE MAY MAKE CHANGES TO THE PLATFORM AND/OR THE SERVICES AND/OR UPDATE THE APP

We may update and/or make changes to the Platform and/or the Services from time to time, for example, to reflect changes in your needs and/or our business priorities, security updates or any legal or regulatory changes. We will try to give you reasonable notice of any major changes in advance. If you are not happy with the proposed changes, then you may contact us (see Section 2) to terminate our contract with you.

We may make updates to the App available to you from time to time which may for example contain vital security updates. We therefore recommend that you regularly update the App if you have downloaded a version of it to your own device, in order to take advantage of the improvements and fixes made by these updates. You may need to update the App if you have downloaded a version of it to your own device in order to continue to use the Services and you may have to accept a new version of these Terms when you update the App.

11. WE MAY SUSPEND OR WITHDRAW THE PLATFORM

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform for business and operational reasons, including (without limitation) for technical or security reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If we need to suspend access to the Platform at any time prior to any Appointment that you have already booked, we will notify you in advance (unless the suspension is due to unforeseen circumstances such as emergency maintenance) and arrange a new Appointment for you as soon as possible.

We reserve the right to suspend or terminate your access to the Platform at any time, without notice and without us bearing any liability to you, if we reasonably

believe you have breached any of these Terms. In such circumstances, any Appointments that you have already booked will be cancelled.

12. TEMPORARY USE LICENCE GRANTED

While you are logged into your Account, you are able to use the Platform and the Services for your own personal, non-commercial use only.

You are also granted a licence to download or stream a copy of the App (and any documents provided on or in relation to the Platform or Services) onto your Device and to view, use and display the App on such Device for your own personal, non-commercial purposes only. The terms of this licence are set out in the End User Licence Agreement which you must accept when downloading the App.

These are both limited licences and you may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Platform, create any works based on the Platform or commercially exploit the Platform or the Services in any way. This includes (but is not limited to) selling, reselling, reproducing, duplicating or copying the Platform and/or the Services and the use of any data mining, gathering or extraction tool. Any of these uses will result in your licence being terminated and you will no longer be authorised to use the Platform or the Services.

13. PROBLEMS

Please see out FAQs section on our website for further information about Extended Sessions, Late Arrivals, Missed Appointments and Disruptions.

14. DISCLAIMERS

Medical Disclaimers: You should always seek the advice of a doctor or other qualified healthcare provider regarding any medical concerns (and before starting, stopping or modifying any treatment or medication) even if you have already obtained medical advice via or read relevant material on the Platform.

Goode4U does not guarantee that a video/chat/picture message consultation is the best course of accessing advice or indeed the appropriate course of treatment for

your particular healthcare concern or medical issue. You agree to contact your GP immediately should your condition change or your symptoms worsen (if you are not registered with a UK doctor you agree to contact your local walk-in centre or hospital for advice). In an emergency, you should contact your nearest emergency services centre immediately.

Content Disclaimers: Any information on our Platform or in any communications from us (other than advice provided by a Practitioner during an Appointment) is for general educational and informational purposes only and is not intended to amount to advice on which you should rely. Such information should not be relied upon as a substitute for seeking appropriate individual medical advice or services.

Although we make reasonable efforts to update the information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date. We accept no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon such information.

General Disclaimers: We make no warranty that the Platform or the Services will meet your requirements or that the Services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected. We are not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

We will take all reasonable precautions to protect against failure of our equipment and software and will perform regular back-ups of all data stored. You acknowledge and accept that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Platform and/or the Services, in which circumstances any booked Appointments shall be deemed a Disrupted Appointment.

We do not guarantee that the Platform will be secure or free from bugs or viruses. You are responsible for configuring your Devices in order to access the Platform. You should use your own virus protection software.

WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT: THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS; OR ANY TREATMENT,

ACTION OR APPLICATION OR PREPARATION OF MEDICATION BASED ON INFORMATION OFFERED OR PROVIDED VIA THE PLATFORM OR SERVICES.

We do not endorse the promotions, products or services of any third parties, nor do we warrant or validate the accuracy of any third party advertisements, promotions, communications or other materials. We do not assume any responsibility or liability for the accuracy of information contained on any third party web sites.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 the contract was made, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability to compensate you for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

Whilst the Practitioners are independent contractors and not employees of Goode4U we ensure that each of the Practitioners holds appropriate medical indemnity insurance to cover them in respect of claims arising from the provision of medical advice by them via the Platform.

Liability for damage to your Device or digital content. If defective digital content which we have supplied damages your 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. 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.

No liability for inability to use the Platform / reliance on any content. Subject to 'We do not exclude or limit in any way our liability to you where it would be unlawful to do so' we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in connection with:

- inability to use the Platform; or
- use of or reliance on any content displayed on the Platform.

We are not liable for business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. CIRCUMSTANCES OUTSIDE OUR CONTROL

We shall not be responsible if the supply of the Services is delayed or prevented by circumstances outside our reasonable control. If this happens we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or failure. Where the delay means that we cannot supply the Services in respect of an Appointment that you have already booked, we will try to offer you an alternative Appointment. If there is a risk of substantial delay, you may Contact us (see Section 2) to cancel your Account and/or cancel any Appointments.

17. TERMINATION OF OUR CONTRACT WITH YOU AND CONSEQUENCES

Our right to terminate. We may end the contract between us, terminating your right to use the Platform or the Services, if:

- you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example valid contact details;
- you seriously (as determined by us) or repeatedly breach any of these Terms or our Fair Usage Policy (see Schedule 1, below).

You must compensate us if you break the contract. If we end the contract in the situations set out in the circumstances above we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will try to let you know in advance of our stopping the supply of the Services.

We will advise you of any termination or suspension via the contact email held as part of your Account.

Your right to terminate. You may cancel an Appointment and/or cease using the Platform at any time.

How to cancel an Appointment / terminate Services. You may cancel an Appointment / terminate Services via the Platform or by Contacting Us.

Consequence of termination. On termination of your Account for whatever reason, we have the right to delete all data, files or other information relating to you that we store or control for any reason, subject to UK law concerning the keeping and maintenance of your EMR and relevant data protection laws. Please see our Privacy Policy (<https://www.goode4u.com/privacy-policy>) for further information.

18. INTELLECTUAL PROPERTY

We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal (non-commercial) use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged.

If you print off, copy or download any part of our Platform in breach of these Terms or otherwise breach our intellectual property rights, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

19. OTHER IMPORTANT TERMS

We may transfer our rights and obligations to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract you have with us.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

Nobody else has any rights under these Terms. No other person shall have any rights to enforce any of these Terms

If a court finds part of these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Term, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to these Terms and where you may bring legal proceedings. These Terms are governed by English law and you can bring legal proceedings in respect of the Platform and/or the Services in the English courts. If you live in Scotland you may alternatively bring legal proceedings in Scotland. If you live in Northern Ireland you may alternatively bring legal proceedings in Northern Ireland.

20. DEFINITIONS

The following defined terms apply to these Terms.

Appointment means an appointment for a consultation with a Practitioner via the Platform, which shall be limited to 20 minutes in total (i.e. two 10 minute Sessions) subject to any further extensions in accordance with the relevant terms.

Device means the computer, laptop, smartphone or tablet computer that you use to connect to the Platform.

EMR means your Electronic Medical Records as more particularly described above (see Section 8).

NHS Patient means a patient who uses the Platform to access NHS Funded primary care services in accordance with the terms for NHS Patients.

Practitioner(s) means the participating doctor(s) who give medical advice and provide you with related administrative services including referrals and sick notes via the Platform.

Private Patient means a self-funded patient who accesses the Services in accordance with the terms for Private Patients.

Services has the meaning set out in clause 3 and as further described the Platform.

Session means a 10 minute consultation with a Practitioner via the Platform.

You means the individual using the Platform to access the Services

Working Day means a day that is not a Saturday, Sunday or public holiday, when the banks in London are open for business.

SCHEDULE 1

Fair Usage Policy

Our Fair Usage Policy is designed to prevent fraud, abuse of Memberships and to ensure that everyone who wishes to use our Services is able to access a UK doctor as fast and safely as possible.

Unlawful, prohibited or unusual activities (non-exhaustive list)

You are not permitted to (or permit anyone else to):

- a. use the Platform or Services in any unlawful or fraudulent way and/or for any unlawful, fraudulent or inappropriate purpose;
- b. use the Platform or the Services for the purpose of harming or attempting to harm minors in any way;
- c. post or transmit a message (written, verbal or via video) under a false name or use our network resources to impersonate another person or misrepresent authorisation to act on behalf of others (including but not limited to Practitioners) or Goode4U. All messages transmitted via the Platform should correctly identify the sender and you may not attempt to alter the origin of email messages or postings;
- d. allow another person or entity to use your Account, username or password (unless a permitted minor) ;
- e. market, promote or solicit the Services except as expressly permitted by these Terms;
- f. distribute chain letters or unsolicited bulk electronic mail ("spamming") via the Platform, to Goode4U or to any third party allegedly on behalf of Goode4U;
- g. attempt to undermine the security or integrity of computing systems or networks of Goode4U, the Platform or any sites or platforms accessed through or via the Platform, and you must not attempt to gain unauthorised access;
- h. harvest or collect data about any other individual who uses the Platform;
- i. post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, defamatory, derogatory, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is

designed or intended to damage, destroy, intercept, download, interfere, manipulate or otherwise interrupt or expropriate the Platform and/or the Services;

- j. tamper, hack, spoof, copy, modify or otherwise corrupt or attempt to gain unauthorised access to the administration, security or proper function of the Platform and/or the Services, or the server on which the Platform or related materials are stored or any server, computer or database connected to the Platform. You will not use robots or scripts with the Platform;
- k. attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code or information on or received by this Platform. You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting;
- l. upload or provide any information to the Platform or any Practitioner in breach of any third party's intellectual property rights and/or any obligation of confidentiality or contractual duty owed to any third party; or
- m. reproduce, duplicate, copy or sell any part of the Platform in contravention of the provisions of our Terms.

Breach of this Fair Usage Policy

When we consider that a breach of this Fair Usage Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Fair Usage Policy constitutes a material breach of our Terms upon which you are permitted to use our Platform, and may result in our taking all or any of the following actions (at our sole discretion):

- Deletion of any information provided by you that we deem in our sole discretion to be fraudulent, abusive, defamatory, obscene or in violation of any third party intellectual property right.
- Suspension or termination of your contract for the Services / Membership. Where we consider it reasonable and at our complete discretion, we may provide you with a notice of improper behaviour before suspending, terminating or offering alternative Services, as we deem appropriate.

- Issue of a warning to you;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this Fair Usage Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.