

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE OR PLACING AN ORDER.

These terms and conditions tell you the terms on which you may make use of our website Dimedic.eu (**our site**), services and place orders. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms and conditions carefully before you start to use our site, services or place orders as these will apply to your use of our site and the providing services. We recommend that you print a copy of this for future reference.

By using our services and accessing our site you are confirming that you understand and agree to be legally bound by these terms and conditions.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU SHOULD NOT USE OUR SITE, SERVICES OR PLACE ORDERS.

1 Information about us and how to contact us

- 1.1 Dimedic is a trading name of Dimedic Limited, a company incorporated in England and Wales under company number 9290911. Our registered office is at 104 Close, Quayside, Newcastle Upon Tyne, Tyne And Wear, NE1 3RF, United Kingdom.
- 1.2 You can contact us by telephoning our Customer Services Team, emailing us or writing to us using the details set out below:

Phone: +44 191 44 78 751 or +48 22 51 04 222

Registered office: Dimedic Limited, 104 Close, Quayside, Newcastle upon Tyne, NE1 3RF, United Kingdom

Email: kontakt@dimedic.eu

- 1.3 We will contact you by email, SMS and through your online patient record on our site.

2 Professional standards and qualifications

- 2.1 Our services involve the provision of information, advice, counselling and treatment for a range of medical conditions.
- 2.2 To ensure quality care, our doctors will also follow up with some patients. Services are provided by qualified doctors registered with the UK's General Medical Council. Dimedic's registration with the Care Quality Commission, the English regulator of health care services, permits our service to prescribe medicines without meeting patients face to face.
- 2.3 Dimedic's registration number with the Care Quality Commission is 1-1894320254.
- 2.4 All our doctors comply with the General Medical Council Guidelines on remote prescribing and the Essential Standards of Quality and Safety as interpreted by the Care Quality Commission. Copies of these guidelines can be found by clicking here:
http://www.cqc.org.uk/sites/default/files/documents/guidance_about_compliance_summary.pdf.

3 **Privacy and cookie policy**

3.1 You can view our full privacy policy at <https://dimedec.eu/polityka-prywatnosci> and cookie policy at <https://dimedec.eu/polityka-plikow-cookie>. Our privacy and cookie policy sets out the terms on which we process any personal data we collect from you, or that you provide to us and information about cookies on our site. By using our site, you consent to such processing and warrant that all data provided by you is accurate.

4 **Registration and identity verification**

4.1 In order to use our service and place orders, you will be required to register with Dimedic.

4.2 We have the right to disable any username 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 and conditions.

4.3 By registering to use our telemedicine service, you:

4.3.1 confirm that the information you provide is accurate and complete; and

4.3.2 agree to keep your username and password confidential and to take reasonable steps to protect and not to share the login details for your online patient record with anyone; and

4.3.3 confirm that you are aged 18 or over.

4.4 If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at kontakt@dimedic.eu.

4.5 We only provide services and prescriptions to patients who verified their identity. We reserve the right to require proof of identity before we deliver an order.

5 **Age Restrictions**

5.1 We only provide services and prescriptions to patients who are 18 years old or over. By placing an order, you confirm that you are 18 years old or over. We reserve the right to require proof of age prior to accepting an order.

6 **Our commitment to you**

6.1 Each of our doctors commits:

(a) Professional responsibility

To take professional responsibility for each patient who uses the telemedicine services to the same extent as a doctor would have responsibility when meeting a patient face to face.

(b) Compliance

To provide a professional and transparent service that complies with General Medical Council Guidelines on remote prescribing, essential standards of quality and safety as interpreted by England's healthcare inspectorate, the Care Quality Commission, and clinical best practice in England and recommendations of WHO (where available).

- (c) Provide identification

To volunteer their name and General Medical Council professional registration number when prescribing medicines and communicating with patients.

- (d) Prescribe in the best interest of the patient

To prescribe medicines only when in their professional judgment it is in the patient's best interests to receive the medicine being requested and, accordingly, to refuse to prescribe medicines when they believe it is not in the patient's best interests to receive medicines without the benefit of a face to face consultation.

- (e) Privacy

To take all reasonable steps to protect patients' personal information as further set out in our privacy policy at <https://dimedic.eu/polityka-prywatnosci> and cookie policy at <https://dimedic.eu/polityka-plikow-cookie>.

7 Your commitments when using the services and placing an order

7.1 As the patient, you commit:

- (a) Accurate information

To answer all questions truthfully and fully.

- (b) Personal registration

To not register more than once.

- (c) Registration for someone other than yourself

To not register or complete questionnaires on behalf of anyone other than yourself.

- (d) Comply with instructions

To read carefully each message uploaded into your secure online patient record before taking any medicines that our doctors have prescribed and to comply with any instructions given for each medicine and any other instructions given by us. In the event that you are uncertain as to take any medicine we have prescribed to you, you will contact us and not use the medicine until you have sufficient information from us and you understand the correct instructions.

- (e) Decisions

To accept the decision of our doctor if the doctor determines that it is not in your best interests to receive the requested medicine without the benefit of a face-to-face consultation. The decision of our doctor is final and no further correspondence will be entered into.

- (f) Notify your GP

We will offer to notify your GP of any medicines that we have prescribed, but if you decline to take up our offer to contact your GP, it is your responsibility to notify your GP of the medicines we have prescribed and keep a record of any medicines that we have prescribed. Please note that in an emergency situation, we may need to contact a healthcare professional, social services or the emergency services without your consent.

(g) Protect medicines

To ensure that no-one other than yourself has access to any medicines that we make available to you.

(h) Expiry date

To ensure that any medicines prescribed are not used beyond their expiry date.

(i) Notify side-effects

To inform Dimedic via your online patient record if you experience any side-effects from any medicines we make available to you or if you think that any medicine we made available to you has not been effective.

8 Information and advice

8.1 The information and advice provided by Dimedic when you use the service is based on the information you have supplied to us.

8.2 It is your responsibility to ensure this information is correct and complete and you accept that failure to do so (whether intentionally or not) will affect the information and advice we give to you and the prescriptions we supply to you and, as such, may have consequences for which we are not responsible.

8.3 We aim to respond to all requests for information and advice within two business days – business days being Monday to Friday, excluding public holidays.

9 Authorisation of orders for medicines

9.1 Our doctors can only make a decision as to whether it is in the best interests of the patient to receive a medicine when the doctor has all relevant information. On occasion, this may require the doctor to ask the patient for additional information further to the information that was provided in response to an online questionnaire.

10 Pricing and Payment

10.1 The currency applicable to your purchase will depend on the country of your residence as set out in the below table:

Country	Currency
United Kingdom	GBP
Poland	PLN

10.2 The price of the services and medicines you authorises us to purchase for you (which includes VAT unless expressly stated otherwise) will be the price indicated on the order pages when you placed your order.

10.3 We take care to ensure that all pricing information on our site is accurate but occasionally there may be an error. In the event that an error has occurred and the price charged is too high, we will identify all those that have overpaid and refund the difference.

10.4 We accept payment with dotpay, Przelewy24 or via direct bank transfer. You must pay when you submit your order.

11 **Placing an order**

11.1 You can place an order through your online patient record as set out below:

- (a) For medical advice services.
You select the type of advice required and complete our online questionnaire through your online patient record on our site. Once your answers have been reviewed you will be notified whether a prescription will be issued. Please note there is no obligation on you to purchase the prescription and there is no charge for medical advice services which do not result in a prescription being issued.
- (b) For prescription delivery services.
Once you have received information that we are ready to issue your prescription you will have the option of ordering and making payment for the prescription and shipment.
- (c) For medicine delivery service
Once you have received information that we are ready to issue your prescription you will have the option to authorise Dimedic to make a reservation and purchase medicine on your behalf, and to make the payment for telemedicine service and issuing prescription and pre-payment for the medicine and shipment.
- (d) For notify your GP
Once you have received information that we are ready to issue your prescription and if you authorised Dimedic to send notification to your GP of any medicines that we have prescribed, you will have the option to decline. Please note in this case we will not charge you for the notification.

11.2 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

11.3 If we are unable to accept your order, we will inform you of this and will not charge you for the services and (if applicable) medicines. This might be because we are not able to verify your identity basing on information you provided, the medicines prescribed are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the medicines prescribed or services or because professional codes of conduct or legal restrictions limit the number and frequency of any medicine we are permitted to prescribe to you and, as such, we have no obligation to prescribe quantities exceeding the relevant permitted maximum. We reserve the right to reject any order.

11.4 In the event that we are unable to fulfil and deliver medicines to you as part of our prescription delivery service due to medicine shortages at participating pharmacies or any other event outside of our control, we will contact you to agree a course of action (such as an extension to the delivery date) or provide a full refund.

11.5 Please note we accept no liability for any inability to fulfil a prescription at participating pharmacies.

12 **Your cancellation rights**

12.1 You do not have a right to change your mind in respect of:

- (a) Services, once these have been completed, even if the cancellation period is still running; or
- (b) Medicinal or other healthcare products.

12.2 When you place an order for our medical advice services and prescription service this will require us to perform an assessment of your clinical suitability for the medicines before the medicines can be prescribed. You agree to us commencing this service and an assessment of your clinical suitability for medicines when you place the order and, as such you will have no legal right to cancel your order under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

12.3 For services (excluding those for the supply of medicinal or other healthcare products), you have the right to cancel up to 14 calendar days after we email you to accept your order. However, where we have already begun to provide that service at your request, you will still be liable for costs relating to the service we have already provided and once we have completed the services you cannot change your mind. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us you have changed your mind.

12.4 If you are within your rights to cancel your order and obtain a refund contact us on +44 191 44 78 751 or via email at kontakt@dimedec.eu. Return of shipments will be at your own expense unless damaged or faulty.

12.5 Refunds, if applicable, will only be made to the bank account originally used for payment. Refunds may take up to five business days.

13 **Our rights to end the contract**

13.1 We may end the contract if you break it. We may end the contract for a service at any time by writing to you if:

13.1.1 you do not make any payment to us when it is due and you still do not make payment within 5 business days of us reminding you that payment is due; or

13.1.2 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.

13.2 If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for medicines we have not provided but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.

14 **Delivery**

14.1 The costs of delivery will be as displayed to you on our site.

14.2 During the order process we will let you know when we will provide the shipments to you.

14.3 The order will be sent no later than within 5 working days from the date of final doctor's approval. Also not earlier than your online patient record is verified.

14.4 We will begin the services on the date we accept your order. The estimated completion date for the services is as told to you during the order process.

14.5 Please note, you will not be able to change your delivery method once you have placed an order.

- 14.6 If our supply of the shipments is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of a substantial delay you may contact us to end the contract and receive a refund for any medicines you have paid for but not received.
- 14.7 A medicine will be your responsibility from the time it is delivered to the address you gave us or collect it from a participating pharmacy.
- 14.8 You own a prescription once we have received payment in full. You own a medicine once it is purchased at participating pharmacy on your behalf.

15 **Signature on delivery of shipment**

- 15.1 It is your responsibility to ensure that someone is available to sign for any shipments that are delivered to your chosen delivery address.
- 15.2 The person signing for prescriptions or medicines need to be the named patient or a person authorised by you.
- 15.3 If you are not home when your shipment arrives the carrier may leave a calling card setting out where to collect your package or details of how to arrange redelivery.
- 15.4 In the event that the shipment is opened after delivery to you or a carrier, we will have no liability to you for lost or damaged items or for what third parties find out about you as a result.
- 15.5 If you do not collect the shipment as arranged or if, after a failed delivery to you, you do not rearrange delivery or collect them from a delivery depot and the shipments are returned to us, we will contact you for further instructions and may charge you for any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or rearrange delivery or collection we may end the contract with you.

16 **Collecting medicines from a participating pharmacy**

- 16.1 If you opt to collect your medicines from a participating pharmacy, we will inform you that the prescription and/or medicine is ready for collection by you at the pharmacy via email and/or SMS.
- 16.2 All of our prescriptions are valid for the time periods set out in the table below:

Country	Period of validity of prescription from prescription date
United Kingdom	According to the law of the country of residence.
Poland (prescriptions excl. antibiotics)	According to the law of the country of residence.
Poland (prescription for antibiotics)	According to the law of the country of residence.

- 16.3 When you place an order for a prescription and nominate a pharmacy for collection, if our doctors approve your order and prescribe, you must collect the medicine within the time periods set out in the below table. Once a prescription is issued by us we accept no liability and will not refund you for any failure to collect your medicine from your nominated pharmacy.

Country	Time limit for fulfilling prescription at pharmacy
United Kingdom	7
Poland	7

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17 If there is a problem with the shipment

- 17.1 You should check the content of each shipment promptly upon receipt. If you believe that items have been sent to you in error you should contact us immediately via your online patient record or via email at kontakt@dimedic.eu.
- 17.2 If you wish to exercise your legal rights to reject faulty products you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on +44 191 44 78 751 or email us at kontakt@Dimedic.eu for a return label or to arrange collection.
- 17.3 The services are provided by Dimedic Ltd. You agree that any claim you make in connection with the services will only be brought against Dimedic Ltd.

18 Our liability to you

- 18.1 If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the 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 Dimedic and the patient knew it might happen, for example, if you discussed it with us during the sales process.
- 18.2 We accept full clinical responsibility for all of our patients and do not exclude or limit in any way our liability to patients where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees or agents; for fraud or fraudulent misrepresentation; for breach of a patient's legal rights in relation to the goods including the right to receive goods which are: as described and match information we provided to the patient and any sample or model seen or examined by the patient; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.
- 18.3 We only deliver medicines for domestic and private use. If patients use the medicines for any commercial, business or re-sale purpose we will have no liability to patients for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 18.4 To the extent permitted by law, we will not be liable to any user of our site for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site or use of or reliance on any general content displayed on our site.
- 18.5 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

18.6 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

18.7 Nothing in these terms and conditions affects your statutory rights.

19 **Accessing our site**

19.1 Our site is made available free of charge.

19.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

19.3 You are responsible for making all arrangements necessary for you to have access to our site.

19.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and conditions, and that they comply with them.

19.5 Our site is directed to people residing in the United Kingdom and EU member states. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any services described on our site to any person or geographic area at any time. If you choose to access our site from outside the EU, you do so at your own risk.

20 **Information on this site**

20.1 We take care to ensure that all information available on our site about our business, services and any medicines mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

20.2 General medical information provided on the site – as opposed to personalised information uploaded into your online patient record - is not a substitute for specific and personalised medical advice and should not be read or used as such. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

21 **Links from this site**

21.1 We may, from time to time, provide links from this site to websites that are owned and controlled by third parties. These links are provided only for your convenience and we have no control over and will have no liability in respect of those websites.

22 **Intellectual property rights**

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

- 22.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 22.3 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.
- 22.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 22.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 22.6 If you print off, copy or download any part of our site in breach of these terms and conditions, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

23 **Viruses**

- 23.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 23.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 23.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

24 **Assignment**

- 24.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing (writing includes by email or through your online patient record) if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 24.2 You cannot transfer your rights or your obligations under these terms and conditions to another person.

25 **Third party rights**

- 25.1 Nothing in these terms and conditions is intended to, nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these terms and conditions has no rights to enforce them.

26 **Waiver**

- 26.1 No delay or decision not to enforce rights under these terms and conditions will constitute a waiver of the right to do so and will not affect rights in relation to a subsequent breach.

27 **Severability**

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

28 **Governing law**

- 28.1 These terms and conditions are subject to the laws of England and Wales and each of us hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. THE NEW VERSION WILL BE POSTED ON THIS SITE AND WILL TAKE EFFECT IMMEDIATELY UPON POSTING.

IF YOU USE THIS SITE AFTER THE NEW TERMS AND CONDITIONS HAVE COME INTO EFFECT, YOU WILL BE INDICATING YOUR AGREEMENT TO BE BOUND BY THE NEW TERMS AND CONDITIONS.