

TERMS OF SERVICE

Please carefully read the terms of service of Dimedic.eu before using our services.

The terms of service define the conditions for your use of our services via the www.dimedic.eu website (the “**Website**”).

We recommend printing out a copy of these terms of service for future reference.

If you do not agree to the terms of service, you should not use the services provided on the Website.

1 Information about us and contact details

1.1 **Dimedic refers to Dimedic Limited**, a company registered in the registry of companies for England and Wales under number 9290911, with its registered office at: 104 Close, Quayside, Newcastle upon Tyne, Tyne and Wear, NE1 3RF, United Kingdom.

1.2 You can contact us by calling the Customer Service Department, by sending an e-mail or by writing to us. Our contact details are as follows:

Phone number: +44 191 4478 751 or +48 22 51 04 222

Registered address of the company: Dimedic Limited, 104 Close, Quayside, Newcastle upon Tyne, NE1 3RF, United Kingdom

E-mail: medadmin@dimedic.eu

1.3 We will contact you by e-mail, phone or online using your Patient Panel

2 Our professionalism, qualifications and certificates

2.1 Our services include giving information and advice and providing telemedicine services regarding a specific range of illnesses.

2.2 We provide high-quality services, and our doctors are registered with the General Medical Council in the United Kingdom. Dimedic is registered with the Care Quality Commission (regulator of healthcare services in England), and it can provide medical consultations and prescribe medications.

2.3 The number of registration of Dimedic with the Care Quality Commission is 1-1894320254.

2.4 Our doctors follow all guidelines of the General Medical Council concerning remote prescribing, and they abide by the Essential Standards of Quality and Safety published by the Care Quality Commission. To access copies of the above-mentioned guidelines, click the following link:

http://www.cqc.org.uk/sites/default/files/documents/guidance_about_compliance_summary.pdf

3 Privacy policy and cookie policy

3.1 To read our privacy policy and cookie policy, go to: <https://dimedic.eu/polityka-prywatnosci> and <https://dimedic.eu/polityka-plikow-cookie>. Our privacy policy and cookie policy define the terms for the processing of the personal data we collect ourselves or receive from you as well as information about the cookies used on our Website.

4 Registration

4.1 To use our services, you have to register at the Dimedic.eu Website and create a secure personal Patient Panel. To do so, you have to provide your e-mail address and date of birth and create a password.

4.2. You are obliged to keep your username and password secret and take suitable measures to protect them. You should also never share the login details for your Patient Panel with others.

4.4 If you know or suspect that somebody knows your username or password, notify us immediately by writing to medadmin@dimedec.eu.

5 Age restrictions

5.1 The services of Dimedic and prescriptions issued by our doctors are available only to Patients who are of at least 18 years of age. By placing an order, you confirm that you are an adult. We reserve the right to request that you prove your age before we accept your order.

6 Our obligations towards you

6.1 Each of our doctors undertakes:

(a) Professional responsibility

To take full professional responsibility for every Patient using telemedicine services to the same extent as a doctor receiving the Patient in their office.

(b) Compliance

Provide a professional and transparent service, in compliance with all guidelines of the General Medical Council on remote prescribing and in line with the Essential Standards of Quality and Safety published by the Care Quality Commission, good medical practice used in England and recommendations of the WHO.

(c) Identifiability

State their name and number of registration with the General Medical Council when prescribing medications or communicating with the Patients.

(d) Prescribing in the best interest of the Patient

Prescribe medications only if this is in the Patient's best interest and refuse to prescribe a medication if, in the doctor's opinion, the prescription would not be advised without a face-to-face consultation.

(e) Privacy

Take suitable measures to protect the personal data / information provided by the Patient, as defined in our privacy policy and cookie policy.

6.2 We carefully select the partners to provide services using our health platform. Our partners are responsible for the services they provide.

7 Your obligations when using our services and placing orders

7.1 As a Patient, you undertake to:

(a) Accurate information

Give honest and accurate answers to all questions.

(b) Personal registration

Register only once.

(c) Registration on behalf of another person

Never register and fill out the form on behalf of another person.

(d) Compliance with the instructions

Carefully read every message sent to your Patient Panel before starting the therapy recommended and prescribed by our doctor, follow the instructions for taking the medication and other instructions received from Dimedic doctor, read the leaflet enclosed with the medication package and never take any other medications without prior consultation with a doctor or pharmacist. In case of any questions concerning the prescribed medication, contact us and do not take the medication until you receive adequate information from us and until you understand the applicable instructions.

(e) Decisions

Accept the decision of Dimedic doctors and doctors of our partner health centres, if they decide that the medication is not recommended in your case and that you should set up an appointment at the doctor's office. The decision of the Dimedic doctor is final and no further correspondence will be entered into.

(f) Notice to your GP

It is your responsibility to notify your GP about the medications you have been prescribed by the Dimedic doctor, and you should keep the information about your therapy.

Please be advised that in emergencies we may have to contact your GP or medical services without your consent.

(g) Protection of medications

Make sure that only you can access the medications you have been prescribed by Dimedic doctors.

(h) Expiry date

Make sure not to use any of the prescribed medications if they are past their expiry date.

(i) Notice on side effects

Notify Dimedic using the Patient Panel if you experience any side effects of a medication you have taken under the prescription of the Dimedic doctor or if you believe that any medication prescribed to you by the Dimedic doctor is ineffective.

8 Information and advice

8.1 The information and advice provided by Dimedic doctors when you use the Website are based on the information provided by you.

8.2 You are responsible for the accuracy and completeness of the information you provide and you accept the fact that failure to provide accurate and complete information (whether intentional or otherwise) may have a negative effect on the information and advice we provide to you and on the prescriptions you are issued, which may have consequences for which we will not be responsible.

8.3 We aim to respond to all requests for information and advice within two business days, i.e. from Monday to Friday, excluding statutory holidays.

9 Decision to prescribe the medication

9.1 Our doctors can make the decision if it is in your best interest to take a specific medication only if they have all the required information. Sometimes, it may be necessary to request additional information to complement the information provided in the answer to the questions in the medical consultation form. To this end, the doctor may contact you at your phone number, e-mail address or using the Patient Panel.

10 Prices and payments

10.1 The currency of the payment will depend on the country from which the request for consultation is made, and it will be as follows:

Country	Currency
United Kingdom	Pound sterling
Poland	Polish zloty

10.2 The price of the services (including VAT, unless indicated otherwise) shall be the price indicated in the order form at the time you place your order.

10.3 We make all efforts to ensure that the prices presented at our Website are accurate, but an occasional error is possible. If you find an error and the price charged is too high, we will identify all Patients who have overpaid and refund the difference.

10.4 We accept payments by:

10.4.1 online payment system Dotpay Sp. z o.o., ul. Wielicka 28 b, 30-552 Kraków, Poland

10.4.2 conventional bank transfer to our account with mBank S.A.: PL 12 1140 1010 0000 3675 7500 1001.

11 Provision of services at the Website Services of Dimedic and services of partner health centres

11.1 The party providing the services via the Website is Dimedic. You can also use the Website to purchase services of other healthcare facilities we collaborate with (hereinafter referred to as "**Partner Health Centres**").

11.2 Although Dimedic makes the Website available to the Partner Health Centres in order for them to provide telemedicine services and transfers the payments made by the Patients to them, such parties provide their services directly to the Patients, under their respective terms of service; such terms of service are made available on the Website. The Partner Health Centres are also separate controllers of the Patients' personal data. Dimedic is not responsible for the services provided by Partner Health Centres and for their processing of personal data. We make all efforts to ensure that the telemedicine services offered via the Website are provided by reliable medical providers. Whenever you choose the services of a Partner Health Centre you will be informed about the provider of the telemedicine services; you will also have an opportunity to read the terms of service of the provider and its personal data processing rules.

11.3 At the moment, our Partner Health Centre whose services can be used via the Website is Dimedic Polska Sp. z o.o. with its registered office in Łódź (Poland); the telemedicine services provided by the above-mentioned health

centre include issuing **so-called e-prescriptions**, which can only be picked up in Poland. Prescriptions issued as part of the consultations provided by our health centre are **so-called cross-border prescriptions**; they are issued on paper, and they can be picked up in any EU country.

Dimedic services

11.4 Dimedic provides the following services at the Website:

- Medical consultations
- Delivering a cross-border prescription
- Sending information and promotional materials concerning healthcare, including information and materials regarding the services of the Website
- Hotline

11.5 In order to receive medical consultations, prescriptions or information and promotional materials, you have to register at the Website and create your Patient Panel. Registration is not required to use the hotline. To use the above-mentioned services, follow the instructions below:

11.5.1 Telemedicine service

Select the type of illness, fill in the medical questionnaire and provide your personal data: first name, last name, residence address, phone number, personal identity number (PESEL); state that you are of at least 18 years of age, that you have personally filled out your medical form, that the information you have provided is complete and accurate and that the medications will be used exclusively by you. We provide telemedicine services based on the information you submit in the medical form and, where necessary, also using the Patient Panel or your e-mail address or phone number. After we verify all of the information you have provided, you will be notified of the results of the consultation and – for specific types of consultations – of the decision to issue the prescription (if any).

Our telemedicine services are supported by a computer system. The system helps us with conducting an initial verification of your data relevant to the medical diagnosis already when you provide the filled-out medical form to us. This means that we may make decisions based on automated processing of personal data in this regard, combined with an assessment of certain factors concerning your health or behaviour (profiling). We will examine if the information or data from your previous consultations specified in the medical form give an explicit reason not to conduct the particular medical consultation. As a result, we may qualify your case as a risky medical consultation and refuse to give the consultation or prescribe the medication. This happens if, for instance, the information you have provided absolutely prevents the use of a particular therapy / medication or if it suggests that the medical interview may not be reliable. We assure you that this solution is intended to allow us to maintain the high quality of our services, that it is constantly evaluated to make sure that the evaluation criteria are reasonable and appropriate and that it is used out of concern for your health and safety. Since we conduct the evaluation based on the health information provided by you, we can only perform these activities and, eventually, provide our services if you give us your consent to automated data processing. Irrespective of this, if you receive an automated refusal to conduct a medical consultation, you have the right to challenge the decision and state your position in this regard by contacting us via the Patient Panel, and we will re-evaluate your particular case in consultation with the Controller's medical personnel. Telemedicine services are provided for a fee. In specific cases, if the medical consultation cannot be completed, no costs will be charged to you.

Where appropriate considering the course or result of the consultation, the doctor will submit any necessary comments and recommendations to you after your medical consultation using the Patient Panel.

In order to ensure the high quality of our telemedicine services and guarantee your comfort and security of your data, we will make the following functions/services available to you, at no extra charge:

- (a) **Patient Panel.** The Patient Panel enables direct, confidential contact with you, and it can be used to save information about your health, your earlier medical consultations, prescribed medications and medical recommendations. The data are collected only for your own purposes, in a way that guarantees their confidentiality. In order to use the service, you will have to register at the Website referred to in section 4 of these Terms of Service.
- (b) **Recording and disclosing your treatment history and medical documentation.** At our health centre, we collect the information from your medical consultations, including the medical form you have submitted, the correspondence with you, information about your health, your medical documentation and any comments and recommendations of the doctor sent to you. We can collaborate with the Partner Health Centres as part of the Website by securely disclosing the above-mentioned information and medical documentation in order to enable them to provide medical consultations for you using the Website. We provide such information only upon your express request, when you want to use the medical consultations offered by the particular Partner Health Centre. Also, upon your consent, the Partner Health Centre may provide information about the course and result of your consultation to us, including any prepared medical documentation; you can make this decision during the consultation provided by the Partner Health Centre. We record such information in your documentation maintained by our health centre. You can request that it be provided upon every successive visit to the Partner Health Centre.

11.5.2 Prescription delivery service

If you are issued a prescription, you may request that it be delivered to you; in such a situation, in addition to paying for the medical consultation service, you will also have to pay for the delivery of the prescription.

11.5.3 Sending promotional materials and information on healthcare and preventive measures or information about services offered via the Website

We will send the above-mentioned information and materials to you via your Patient Panel or e-mail address. In order to use this service, you will have to consent to receive such correspondence. You may give your consent during registration at the Website or later. You can unsubscribe from the service at any time by withdrawing your consent. The service is free of charge.

11.5.4 Hotline

The hotline service can be used both by Patients who have registered at the Website and by unregistered Patients. Hotline services are free of charge.

12 Your right to cancel the service

12.1 You cannot cancel services that have already been provided, even if the time limit for complaints has not yet expired.

12.1 If you place an order for a telemedicine service with prescription delivery, we will have to evaluate if your health allows you to take the prescribed medication before we can issue the prescription. We are obliged to perform this service and to evaluate if your health condition requires medications at the time you place your order, and, consequently, you are not entitled to cancel the order in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

12.3 You have the right to cancel an order for our services within 14 days from receiving the message with the confirmation of your order. You cannot cancel orders concerning products related to healthcare.

If, upon your request, we have already started providing the service, you will have to pay for the service already provided. You cannot cancel a service once it has been provided. If you cancel your order after the provision of the services starts, you will have to pay for the services provided until the time you submitted the order cancellation notice.

12.4 If you are entitled to cancellation of the order and refund of costs, call us at: +44 191 4478 751 or +48 882 40 41 42.

12.5 If we find that you are entitled to a refund of costs, the costs will be refunded to the card you used to pay or transferred to the bank account used to make the payment.

13 Our right to withdraw from the contract

13.1 We may withdraw from the contract if you breach the rules defined in these Terms of Service. We may withdraw from the contract by writing to you if:

13.1.1 you have not made the payment to our bank account within the prescribed period and, despite receiving payment notice, the payment has not been made within the 5 following business days,

13.1.2 you have not provided the information required for us to provide the services within a reasonable period.

13.2 If we withdraw from the contract in the situation indicated in section 13.1, we will refund any money paid towards the services we have not performed, but we may deduct a reasonable amount to cover the costs related to the withdrawal from the contract for reasons attributable to you.

14 Delivery of the prescriptions

14.1 The cost of delivering the prescription will be the same as that displayed on our Website.

14.2 During the ordering process, you will be informed of the date of prescription delivery.

14.3 The order will be shipped no later than 5 business days from the date on which you are informed of the result of the medical consultation. In order to send your order, we will also have to successfully verify your identity and "Your Panel" profile.

14.5 We will be unable to change the order delivery method after the order is placed.

14.6 Prescriptions are valid for the period indicated in the table below

Country	Prescription expiry period from the date of issue
United Kingdom	6 months

Poland	7 days for antibiotics 30 days for other prescriptions
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15 Order confirmation

15.1 You are responsible for collecting the package at the indicated address.

15.2 The person collecting the prescription has to be the Patient indicated on the package.

15.3 If you are not present at the indicated address at the time of delivery, the delivery company may leave information about the place where the package can be collected or agree with you upon the time of another delivery.

15.4 If the package is opened after it has been delivered by the delivery company, we will not bear any responsibility for lost or damaged contents of the package or for any information about you that may be disclosed to third parties as a result.

15.5 If you do not collect the package or if, after a failed delivery attempt, you do not collect it at the indicated location or do not contact the delivery company in order to agree upon another delivery attempt, and the package is returned to us, we will contact you in order to acquire further instructions, and we may charge you with the costs of another shipment. If, despite our efforts, we are unable to contact you or agree upon another attempt to deliver or collect the package, we may withdraw from our contract with you.

16 Faulty prescription

16.1 You should check the contents of the package immediately after you collect it. If you believe that the package has been sent to you in error, contact us immediately using the Patient Panel or send us an e-mail to: medadmin@dimedec.eu.

16.2 The prescription delivery service is provided by Dimedic Ltd. You agree that any claim you make regarding the service is brought only against Dimedic Ltd.

17 Our liability to you

17.1 If we fail to comply with these Terms of Service, we will be liable for any losses and damage you may have suffered that are a foreseeable consequence of our breach of the contract with you or our inadequate care or skills. We are not liable for any losses or damage you may suffer if they are not foreseeable. Losses and damage are foreseeable if it is obvious that they are going to occur or if both Dimedic and the Patient were aware of the possibility of their occurrence, e.g. if you have discussed them with us during the provision of the service.

17.2 We accept full medical responsibility for all of our patients, and we do not exclude or limit our responsibility to

patients where it would be unlawful to do so. This means that we are liable if the Patient dies or suffers permanent health impairment due to our neglect, neglect of our personnel or neglect of our representatives, and we are liable for fraud and deliberate misrepresentation

17.3 The above-mentioned liability does not cover services provided via the Website by Partner Health Centres.

17.4 To the extent permitted by law, we are not liable for any losses or damage arising from the contract, tort (including negligence), breach of mandatory obligations or other reasons, even if foreseeable, resulting from or related to the use of, or inability to use, our Website or use of or reliance on the general content shown on our Website.

17.5 We are not liable for any losses or damage caused by viruses, distributed denial-of-service attacks or other technologically harmful materials that may infect your computer, software, data or other protected information due to your use of our Website or your downloading of any content from our Website or any other website linked to our Website.

17.6 We do not bear any liability for the contents of websites linked to our Website. The fact that we include links does not mean that we have verified the websites. We will not be liable for any losses or damage that may be caused by the use of such websites.

17.7 None of the provisions of this Terms of Service prejudice your statutory rights.

18 Access to our Website

18.1 Our Website is available free of charge.

18.2 We cannot guarantee that our Website or any of its contents will be available continuously. Our Website is available for a specific time. We may suspend, withdraw, interrupt or modify all or any part of our Website without prior notice. We are not liable if, for any reason, our Website is not available at any time and for any period.

18.3 You are responsible for providing any technical means required to use our Website.

18.4 You are obliged to ensure that every person using our Website via your Internet connection is aware of and observes the rules described in these Terms of Service.

18.5 Our Website is addressed to people residing in the United Kingdom and in other member states of the European Union. We cannot confirm that the contents on our Website are appropriate or available in other locations. We reserve the right to limit the availability of our Website or any service described on the Website to any person or geographical region at any time. If you choose to use our Website from outside of the European Union, you do so at your own risk.

19 Information on the Website

19.1 We make all efforts to ensure that the information on our Website, regarding our activities, services and any products described on our Website, is accurate and true. However, information presented on the Website may be out of date due to our continuous development.

19.2 We do not offer any express or implied guarantee that the contents on our Website will always be accurate, complete and up-to-date.

19.3 General medical information available on the Website – unlike the customised information included in your

Patient Panel – is not a substitute for medical advice and should not be read and understood thus. Such information should not be regarded as medical advice. Obtain professional medical advice before taking or omitting any action based on the general medical information on our Website.

20 Links from our Website to other websites

20.1 Our Website may include links to other websites owned or controlled by third parties. Such links are included for your convenience, and Dimedic does not have any control over their contents and is not liable in any way for such websites.

21 Intellectual property rights

21.1 We are the owner or licensee of all intellectual property rights to our Website and any materials it contains. Such materials are protected by copyright and other provisions of the law everywhere in the world. All such rights are reserved.

21.2 You may print out one copy or copy any fragments of our Website for your private use and you may also inform others of the contents of our Website.

21.3 You cannot modify the paper copies or digital copies you have printed or copied in any way, and you cannot use any illustrations, photographs, video materials, sound sequences or graphics separately without the accompanying text.

21.4 We (as well as any other identified authors) must always be indicated as the authors of the contents of the Website.

21.5 You are not allowed to use any fragments of contents of our Website for commercial purposes without first obtaining a licence from us or from our licensors.

21.6 If you print out, copy or download any fragments of our Website contrary to these Terms of Service, your right to use our Website will expire immediately and you will have to, upon our request, destroy all the copies you have made.

22 Viruses

22.1 We cannot guarantee that our Website is safe and free from errors and computer viruses.

22.2 You are responsible for configuring your device, browser or platform in such a way as to be able to access our Website. You should use your own antivirus software.

22.3 You are not allowed to use our Website inappropriately or deliberately introduce viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful. You are not allowed to attempt unauthorised access to our Website, the server used to run the Website, computers or databases connected to our Website. You are not allowed to attack our Website using denial-of-service or distributed denial-of-service. By breaching these provisions, you commit an offence under the Computer Misuse Act 1990. We will report every such breach to the relevant law enforcement bodies and will cooperate with them by disclosing your identity. In case of such a breach, your right to use our Website will expire immediately.

23 Assignment of rights

23.1 We may assign our rights and obligations under these Terms of Service to another person. We will always inform you in writing (the written form includes notification by e-mail or using the Patient Panel) if this occurs, and we will

make sure that the assignment does not affect your rights connected with the contract.

23.2 You cannot assign your rights and obligations to another person.

24 Rights of third parties

24.1 None of the provisions of these Terms of Service are intended or should be interpreted as intended to benefit a third party in accordance with the Contract (Rights of Third Parties) Act 1999, and no person who is not a party to the contract can exercise such rights.

25 Waiver

25.1 No delay or decision not to exercise the rights arising from these Terms of Service will constitute a waiver of the right to exercise them in the future and will not affect the rights in relation to a subsequent breach.

26 Severability

26.1 If the court finds that certain provisions of these Terms of Service are unlawful, the remaining provisions of these Terms of Service will continue in full effect. Every provision of these Terms of Service should be considered separately. If a court or competent authority finds that any of the provisions are unlawful, the remaining provisions will still be effective.

27 Governing law

27.1 These Terms of Service are subject to the laws of England and Wales, and each of us hereby submits to the non-exclusive jurisdiction of English and Welsh courts.

27.1 Dimedic is registered outside of the EU/EEA area, but it provides its services to persons in EU states, which means that the processing of the personal data of such persons is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

WE RESERVE THE RIGHT TO CHANGE THESE TERMS OF SERVICE AT ANY TIME, OF WHICH YOU WILL BE NOTIFIED SUFFICIENTLY IN ADVANCE.