

PORTAL TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PORTAL AS THEY ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US.

WHAT'S IN THESE TERMS?

These terms tell you the rules for using Medigold Health's portal ("**Portal**") throughout this document we refer to them as the "**Terms**". A reference to "**you**" or "**your**" is a reference to the user of the Portal.

1 WHO WE ARE

1.1 We are Medigold Health Consultancy Limited (company number 03507491) and our address is Medigold House, Queensbridge, Northampton, NN4 7BF (referred to as "**we**" or "**us**" or "**our**"). Our VAT Number is: GB 705029661.

2 BY USING THE PORTAL YOU ACCEPT THESE TERMS

2.1 These Terms set out all of the rules and obligations that apply to your use of the Portal. By using the Portal, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Portal.

2.2 You are only permitted to use the Portal if your company has entered into or is considering entering into an agreement for services (a "**Services Agreement**") with us via the Portal.

2.3 Your use of the Portal will be subject to the terms and conditions of any such agreement entered into by your company and us.

2.4 We recommend that you print and keep a copy of these Terms for future reference. They are a legally binding agreement between you and us.

2.5 These Terms may also make reference to other terms that apply when using the Portal, such as our Privacy Policy and Cookie Policy.

3 WE MAY MAKE CHANGES TO OUR TERMS

3.1 We may amend these Terms from time to time by updating them on the Portal. Every time you wish to use the Portal, please check these Terms to ensure you understand the terms that apply at that time.

4 INTERACTING WITH THE PORTAL

4.1 You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use the Portal and that your computer system is compatible with the Portal.

4.2 You must not:

- 4.2.1 misuse the Portal. In particular, you must not hack into, circumvent security, knowingly transmit data or content, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- 4.2.2 misuse any forms on the Portal. All forms and information you submit must be genuine, accurate and free from fraudulent content;
- 4.2.3 modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Portal except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- 4.2.4 pretend that you are, or that you represent, someone else, or impersonate any other individual;
- 4.2.5 use the Portal to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation;
- 4.2.6 use or attempt to use any automated program (including, without limitation, any spider or other web crawler) to access the Portal. Any such use or attempted use of an automated program shall be a misuse of our system and the Portal. Obtaining access to any part of the Portal by means of any such automated programs is strictly unauthorised;
- 4.2.7 upload or use inappropriate or offensive language or content or solicit any commercial services in any communication, form or email you send or submit, from or to the Portal;
- 4.2.8 upload or use content on the Portal that: (i) is or is reasonably deemed by us to be defamatory, discriminatory, inappropriate, indecent, sexually explicit, violent, offensive, promotes illegal activities or contains nudity; (ii) makes untrue, dishonest, disparaging or libellous statements about us and/or the Portal; (iii) contains otherwise objectionable or offensive content or contains a link to such content; and/or (iv) could bring the reputation of the Portal and/or us into disrepute;
- 4.2.9 probe, scan or test the vulnerability of the Portal or any network connected to the Portal;
- 4.2.10 use any device or software to interfere or attempt to interfere with the proper working of the Portal or with any other person's use of the Portal;
- 4.2.11 copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Portal unless specifically authorised to do so;
- 4.2.12 remove or destroy any copyright notices or other proprietary markings contained on or in the Portal;
- 4.2.13 upload to the Portal any data for which you are not authorised to upload by your company;
or

4.2.14 use the Portal in a way that breaches any applicable law, including by storing, publishing or sharing material or content that is unlawful, infringing, fraudulent, defamatory, misleading, damaging to us in any way or has any unlawful or fraudulent purpose or effect.

4.3 Whenever you make use of features that allow you to upload content to the Portal, or to make contact with other users or third party medical practitioners or service providers. via the Portal, you must comply with the content standards set out in these Terms.

4.4 Your content is yours. You represent that you have the right to use the Portal and share your content. We may use your content as is necessary for us to provide the Portal and any services connected to the Portal. You agree to us hosting, displaying, using, sharing and backing up your content.

4.5 All content that you upload to the Portal must be accurate (where you state facts) and comply with applicable law.

5 ACCOUNT, PASSWORD AND SECURITY

5.1 To gain access to the Portal you will be required to open an account (which includes a user name, password and company access code). You are entirely responsible for maintaining the confidentiality of the information associated with your account, including your password. You must not disclose your account details to any third party. This means that you are fully responsible for any and all activity that occurs under your account as a result of failing to keep this information secure (whether or not this failure occurred innocently). You will notify us immediately of any unauthorised use of them or any other breach of security of this Portal of which you become aware.

5.2 Each account is for a single user only. You must not share your username and password with any other person or with multiple users on a network.

5.3 You undertake that all information provided by you for the purposes of setting up your account are accurate and complete.

5.4 We have the right to disable any account 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.

5.5 We are not liable for any loss or damage arising from your failure to comply with this obligation.

6 OUR PROPERTY

6.1 The copyright and all other intellectual property rights associated to and with the Portal (including all database rights, trademarks, service marks, trading names, text, graphics, code, files, links and other materials published on it) belong to us or our licensor(s). All rights are reserved. These Terms do not grant you any right, title or interest in the Portal or others' content in the Portal. We welcome feedback but note that we may use comments or suggestion without any obligation to you.

6.2 You may print off copies and download materials from this Portal for the purposes of using the Services (as defined in the Services Agreement) but only where we provide an option for you to do so.

7 BREACH OF THIS POLICY & RIGHT TO SUSPEND

7.1 You are free to stop using the Portal at any time.

- 7.2 We reserve the right to suspend or terminate your use of the Portal if you are not complying with these Terms, the terms and conditions of any Services Agreement or using the Portal in a manner that may cause us legal liability, disrupt the Portal, disrupt others' use of the Portal or, in our sole opinion, cause harm on a permanent or temporary basis.
- 7.3 Failure to comply with these Terms may result in us taking all or any of the following actions (without prejudice to any other remedy available to us under the law or under these Terms):
- 7.3.1 immediate, temporary or permanent withdrawal of your right to use the Portal;
 - 7.3.2 immediate, temporary or permanent removal of any content uploaded by you to the Portal. We reserve the right to take down any content that you upload to the Portal at any time without notice and without having to give a reason;
 - 7.3.3 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; and/or
 - 7.3.4 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 7.4 We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

8 LIMITATION OF LIABILITY

- 8.1 In no event shall we be responsible or liable for:
- 8.1.1 any failures due to software or internet errors or unavailability, or any other circumstances beyond our control. We do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system;
 - 8.1.2 any consequences arising out of or in connection with any such use or attempted use of automated programs to obtain unauthorised access to the Portal;
 - 8.1.3 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 the Portal or to your downloading of any content on it, or any website linked to it;
 - 8.1.4 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 the use of, or inability to use, the Portal or the use of, or reliance on, any content displayed on the Portal; and
 - 8.1.5 any loss of profits; loss of sales or business; loss of use or corruption of software, data or information; business interruption; loss of anticipated savings; loss of business opportunity; loss of or damage to goodwill or reputation; or indirect or consequential loss or damage of any kind.

8.2 We exclude all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement. The Portal and any connected services are provided to you on an "as is" basis.

9 PERSONAL DATA

9.1 We will only use your personal information as set out in our Privacy Policy.

10 GOVERNING LAW

10.1 These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.