

User Terms and Conditions



ProblemShared is the trading name for Teledoctor Ltd
Company Number 10410380, of 2 Fredrick Street, Kings Cross, London UK, WC1X 0ND.

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY.

Context:

ProblemShared is the trading name of Teledoctor Limited . Teledoctor Limited is a company that provides access to mental health care services over its digital platform, that includes its website problemshared.net and its problemshared app (together the 'Platform').

Teledoctor is registered in England (Company number 10410380) at registered address [*] , and includes any director, officer, agent, and includes any successor or assign.

For ease of reference here, Teledoctor Limited is referred to as Us, or We and you are referred to as You.

The Platform allows You access to a network of counsellors, and psychiatrists (together 'Practitioners') who can provide mental health services and treatment to You remotely via online, real-time, video-link over the same Platform.

We are regulated by the Care Quality Commission ("CQC") which is responsible for the independent regulation and oversight of all health and social care in England, in respect of the access to a network of psychiatrists on the Platform.

These terms and conditions form the agreement between You and Us,
By clicking "I AGREE", You are showing that you accept the terms and conditions of this agreement.

An index of terms is located below which shows you where to find what.



INDEX OF TERMS / WHERE TO FIND WHAT:

- 1/ Definitions:
- 2/ Our Services:
- 3/ Emergency Caveat
- 4/ Your eligibility to use the Platform
- 5/ Your technical set-up
- 6/ Your relationship with the Practitioners
- 7/ Practitioner eligibility
- 8/ Registration
- 9/ Ensuring the security of your Profile and Access of the Platform
- 10/ Booking System
- 11/ Fees and Costs
- 12/ Operation, Maintenance and Security of the Platform
- 13/ Conditions and use of the Platform including Confidential Information and Intellectual Property
- 14/ Referral Letters and Prescriptions
- 15/ Digital Health Record
- 16/ Other information you can access on our Platform
- 17/ Further assurance regarding Confidential Information and Intellectual Property
- 19/ Disclaimers
- 20/ Indemnity
- 21/ Our Liability to You and Limitation
- 22/ Termination
- 23/ Complaints
- 24/ Continuing Force and Effect of parts of the Agreement despite Termination
- 25/ Cooling Off Period
- 26/ Disputes
- 27/ Circumstances outside our Control
- 28/ Assignment
- 29/ Applicable Law
- 30/ Severability
- 31/ Waiver
- 32/ Notices

Appendix 1: Technical Requirements to Use the Platform



1/ **Definitions**

In these Terms and Conditions:

a/ "Agreement" MEANS these terms and conditions, and any Schedule attached to these terms and conditions, as may be amended from time to time by Teledoctor and as may be notified to You from time to time via your use of the Platform.

b/ "App" MEANS the ProblemShared mobile application provided by Us for use on mobile devices.

c/ "Booking System" MEANS the system on the Platform that allows You to make an appointment with a Practitioner for a Session, and that facilitates the management of alerts, reminders and other associated communications.

d/ "Child" means any person under the age of eighteen (18).

e/ "Confidential Information" MEANS means all information in any form or medium which is not publicly available (either in its entirety or in the precise configuration or assembly of its components), together with any copies of that information in any form or medium or any part or parts of that information including accounts, business plans, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer, sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how and trade secrets.)

f/ "Digital Health Record" has the meaning given to it in clause 15.

g/ "Discharge Summary" MEANS the notes recorded by a Psychiatrist at the conclusion of a Session, and includes but is not limited to:

i/ reason for consultation;

ii/ diagnosis;

iii/ treatment; and

iv/ suggested follow-up plan.

hi/ "Fee" MEANS any amount in GBP sterling.

i/ "Guardian" MEANS a person lawfully invested with the power, and charged with the obligation, of taking care of and managing the property and rights of a person who, because of age, understanding, or self-control, is considered incapable of administering his or her own affairs.

j/ "Intellectual Property" MEANS any registered or unregistered patent, copyright, database right, moral right, design right, registered design, trade mark, service mark (whether registered or not), domain name, knowhow, utility model, unregistered design and all similar property rights including those subsisting in any part of the world in inventions, designs, drawings, performances, computer programs, confidential information, business names, goodwill and the style of presentation of goods or services and, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world,



including the underlying rights to such property, and in a currently subsisting form or a form that comes to be recognised by any Law as such.

k/“Law” means:

- i/ any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- ii/ any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972;
- iii/ any applicable judgment of a relevant court of law which is a binding precedent in England, Wales or Scotland

in each case as may be in force and as may be amended from time to time in England, Wales or Scotland.

l/ “Notice” MEANS the definition provided in clause 34.

m/ “Personal Data” MEANS information, or data that relates to a person who can be identified from the data, or can be identified from that data in combination with any other information in the possession of Teledoctor, or likely to come into the possession of Teledoctor, and includes any opinions or judgements or actions or intentions about that person, and any other meaning ascribed to the phrase where defined in the Data Protection Act 1998 and as required by the GDPR.

Note that where personal identifiers are removed from the information, and the information is anonymised and then aggregated, this is no longer personal data.

n/ “Prescription” MEANS:

- i/ a form for the purpose of ordering a drug, medicine or appliance which is provided by a Contractor whether on a single or repeat basis; and
- ii/ includes a form that is electronic and is signed with the Prescriber’s advanced electronic signature, and for the avoidance of doubt does not include the dispensed medication subject of any Prescription and includes any repeat prescription.

o/ “Profile” means the information about you, personal to you, that you first create on registering with the Platform, and that includes any other information or material that comes to be included by you or any Practitioner, from time to time.

p/ “Services” are defined in clause 2.

q/ “Session” MEANS a booked time slot of finite duration which comprises the interaction between a Client and a Practitioner for the purposes of counselling, or psychiatric treatment that takes place over the Platform via Video Link, and the time it takes the Practitioner to prepare in advance, and make any notes or record any matter in connection with the Session and treatment of You.



r/“Subsidised Cost” MEANS an amount in GBP sterling that is paid for by the tertiary institution at which you are studying, an employer, the NHS, or any other third party as agreed between Us and that party.

2/ Our Services

a/ We provide a service in arranging access to a network of Practitioners who may provide counselling or psychiatric services to You, for a Fee to You or at a Subsidised Cost; and
b/ which includes the following:

i/ provide the Platform over which you and Practitioners interact by video-link via Audio-Visual Over Internet Protocol platform that is a streamed, real time video (“Video Link Session”), in conjunction with an instant messaging and picture messaging platform;

ii/ provide the Booking System for the scheduling of appointments, alerts and reminders;

iii/ provide systems that are capable of storing, retrieving, keeping, sending, destroying or displaying, to You and Your Practitioner the information that both You and Your Practitioner provide in connection with your use and their use of the Platform and in connection with any Counselling or Psychiatric Session, including any Digital Health Record, Referral Letter or Discharge Summary authored by any Psychiatrist, including but not limited to sharing this with your NHS GP, (in accordance with consent and privacy Laws and our own policies);

iv/ provide information about Us;

v/ provide links to other organisations or bodies related to mental health, including governing bodies of Practitioner communities eg BACP, and links to initiatives of our own in the broader population.

c/ We provide the means for You to complain of any issue relating to the Platform or to any Service, including the conduct of any Practitioner.
together the “Services”.

3. Emergency caveat:

a/ We are not a provider of emergency services nor is any of the Practitioners, and none shall assume any liability or make any warranty or guarantee about this.

b/ In case of an emergency, please call 999 or go to the nearest Accident & Emergency Department of any hospital or your nearest GP surgery.



c/ If you require counselling and the Platform is inaccessible for any reason, and you do not feel safe or secure and you feel you are putting yourself or others at risk, you must seek help elsewhere, which may include the nearest NHS A&E or your GP practice if you are registered with one.

4. Your Eligibility To use the Platform:

a/You must be:

i/ located in the U.K. or a citizen or resident of U.K. /;

ii/ either over the age of 18; and

iii/ in possession of the legal right, capacity and ability to so use the Services

b/ If You use the Platform from outside the United Kingdom, You are responsible for complying with laws local to that place, and neither we nor any Practitioner have any responsibility in the event of any contravention of any law applicable to that place.

5. Your technical set-up to use the Platform:

a/ Your access to the Platform depends on some minimum technical requirements, which are generally consistent with accessing websites and Apps in the on-line space. These requirements are set out at the end of the agreement as Appendix 1 Technical Threshold Set-up.

b/ These requirements may change from time to time in line with evolving technologies, and the technical requirements will be updated as needed and accessible over the Platform in our FAQs section.

6. Your relationship with the Practitioners

For the avoidance of doubt and notwithstanding any further disclaimers in these Terms and Conditions:

a/ We do not guarantee or warrant that any Practitioner will provide any Consultation or any Referral Letter, nor that any Psychiatrist will provide any Prescription or Referral Letter as a result of any Consultation.

b/ We are not responsible for any Practitioner's advice or conduct or other related actions during a Consultation, including but not limited to any diagnosis, treatment or management plan, nor are we responsible for the contents of any Digital Health Record or Referral Letter, authored by any Practitioner nor the contents of any Referral Letter, Prescription or Discharge Summary authored by any Psychiatrist.

Their conduct is governed by their own regulating bodies, proof of membership of which they are obliged to provide to Us before providing any service to you.

c/ When you make a Booking, you will be asked if you give your consent to receiving services from a Practitioner by video-link consultation, because of the fact the service is not provided in



person on a Practitioner's professional premises.

d/ Notwithstanding the above, you may contact Us at any time in relation to any complaint you wish to make about a Practitioner, in accordance with our Complaints Policy available on the Platform.

7. Practitioner Eligibility

a/ We guarantee and warrant that we check that all Practitioners meet our eligibility criteria before they conduct any Session over the Platform, as is referred to on our Platform and which is in accordance with our internal recruitment policies.

b/ We make best efforts to verify all identification, proof of training and supporting documentation that we require from Practitioners, but we cannot warrant or guarantee the veracity, or completeness of information provided by a Practitioner, including but not limited to any lie, fraud, misrepresentation, omission or a change in circumstance that is not notified to Us subsequently to engaging the Practitioner.

c/ The Practitioners owe Us the obligation of providing truthful, complete and current information at all times. We may remove any who do not conform to our Recruitment Policy and the eligibility criteria that is displayed on our Platform.

d/ Where any of the documents (including certificates, registrations or policies) that go to proof of eligibility have an annual currency or a renewal date, we oblige the Practitioners to provide us with copies of the updated document or registration annually or at that renewal date and we verify whether this has been done.

e/You may ask the Practitioner treating You about any of their qualifications, credentials, experience or other related matters.

Steps of the Process in using the Platform

8. Registration

a/In order to first access the Platform, You must provide us with some information and you undertake that this information will be true, current, accurate, and complete, and that where the information originated elsewhere, e.g. medical test results or other data that you may wish to provide in connection with any Psychiatric treatment, that you have not tampered or otherwise interfered with it, and that it is also true, current, accurate and complete to the best of your knowledge.

b/We require you to tell us: your full name; your email address and mobile telephone number, so we can contact you; your date of birth, and gender so we may further identify you and



establish your age; and your GP's name, practice details including address, email and telephone.

c/ You may also provide other information about yourself connected with why you wish to see a Counsellor or Psychiatrist, for example, in those sections of the Registration or Booking System including "What would you like to treat?", "Current situation", "History" and "Current or Previous Medications". You may also wish to upload to the Platform any other documents or information relevant to your medical history. You can do this in your Profile section of the Platform.

d/You can edit your Profile at any time over the Platform, in order to keep this information updated. You are solely responsible for the truth, currency, accuracy and completeness of your information, and any information that you upload.

e/ You understand and accept that if You do not provide true, current, accurate or complete information, during the Registration or Booking processes that you may jeopardise the care and treatment that a Practitioner can provide, and that you may jeopardise your continued access to and use of the Platform.

9. Ensuring the Security of Your Profile and Access of the Platform

When You register, you will also be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password and you agree not to disclose your password to any third party. We recommend that you change your password at regular intervals.

Unless any unauthorised use occurs as a result of a breach of these terms and conditions by us, or by negligence on our part, you will be solely responsible for any activities or actions taken under your Profile, whether or not You have authorised such. You must notify us immediately if You know or suspect that any unauthorised person is using your Profile (for example, your password has been stolen, or your Profile has been accessed without your permission). In line with our technical threshold requirements for use of the Platform, You should not use the Platform on public computers, and You should store your password safely.

10. Booking System

a/ You may enter as much or as little data in the drop down menus when searching for a Practitioner. The Platform will return results based on what you searched for.

b/ You may select a day and time to request a Booking with a particular Practitioner by



following the prompts in the Booking system.

c/ We do not guarantee the availability of the requested Practitioner at the specified time of the Booking. We inform You to the best of our knowledge of Practitioners' availability, based on the settings they choose in their own profile and calendar. However, we provide a centralised system that allows for communication and scheduling and You will be notified by email and text should there be any issue with your Booking at the same time as the Practitioner notifies the Platform of such issue, and you may make a Booking with a different Practitioner or the Practitioner may advise you of their next available time slot after the cancelled Booking.

d/ A Session includes the time you talk to the Practitioner which usually lasts fifty (50) minutes, and the time that the Practitioner takes to prepare in advance and make notes afterwards, approximately ten (10) minutes.

e/ You may cancel a Session up to twenty-four (24) hours in advance of the Session. If you cancel less than twenty-four hours before the Session, You will be charged in full for the Session or the Subsidised Cost.

f/ If for any reason You are late, for reasons personal to you, to start the Session, you will still be able to make use of the remaining minutes of that Session, but you will be charged in full for the Session.

g/ If for any reason a Practitioner is more than 10 mins late to starting your Session:

i/ or in the event that a Practitioner fails to attend your Session, any Fee will be refunded and any Subsidised Cost will be offset; or

ii/ you may elect to start your Session later than the Booked time, if the Practitioner notifies you of their delay and you choose to agree to it by following the prompts in the Platform.

i/ Any Session that starts late may run over time to go towards making up the full complement of fifty minutes, only at the agreement of both You and the Practitioner, subject to that not preventing the Practitioner from attending subsequent Sessions on time.

j/ In the instance that a Practitioner notifies the Platform of their cancellation of a Session, You will also be notified by the Platform. You may make a new Booking by choosing a different Practitioner available to you at the same time and date as the original Session, or rebook with the same Practitioner at another time.

11. Fees and Costs

a/ A Fee or Subsidised Cost is chargeable for a Practitioner's services that are provided during a Session over the Platform. This Fee is published at the time of you making a Booking. Subsidised Costs are agreed between Us and tertiary or other institutions and it represents a fee that is a cost to that tertiary or other institution which they subsidise on your behalf. In that instance the obligation to pay for services over the Platform is not Yours, but the other obligations in this



Agreement continue to be your sole responsibility.

b/ Current fees are published on the FAQs section of our Platform.

c/ We reserve the right to change the amount of the Fee or Subsidised Cost, and any such change only takes effect for Bookings that originate after the date of that change, except for block or repeat Bookings, in which case it will take effect for the next Booking in that block or repeat.

d/ You allow Us to authorise in advance the payment of Fees from your nominated debit or credit card at the point of making a Booking.

e/ If you cancel your Booking more than twenty-four (24) hours before the Session, your payment will be refunded within 14 days, excluding credit or debit card transaction costs charged by the payment processing companies who handle the payments on our Platform.

f/ If the Practitioner fails to attend the Session or is late to the Session such that you elect not to proceed with the Session, You will be refunded within 14 days, excluding credit or debit card transaction costs charged by the payment processing companies who handle the payments on our Platform .

g/ Should any payment remain outstanding at the time you next make a Booking, this will affect your ability to secure that Booking.

h/ Where your card issuer denies payment because of inaccurate or invalid billing information, or lack of funds, the Platform will notify You, the Booking will be cancelled, and you may either correct that information or otherwise address the matter so you may make a Booking later.

h/ If for any reason You are late to start the Session, you will still be able to make use of the remaining minutes of that Session, but you will be charged in full for the Session.

i/ In the event that either You or the Practitioner cannot access or continue to access the Platform during a Session, then You and the Practitioner may agree to conduct the Session via telephone, instead of video-link, using the numbers each of You provides.

j/ If a Session cannot begin, or be completed because You or the Practitioner cannot access or use the Platform, You will not be refunded where the cause of the interruption, technical fault or failed transmission lies with Your technical set-up.

12. Operation, Maintenance and Security of the Platform

a/ We may modify, withdraw, suspend or discontinue any functionality or feature of the Platform at our sole discretion. Except to the extent that this impacts any Session currently underway between You and a Practitioner, we may do so without Notice to You (for example except website maintenance notifications which will be published on the Platform).

b/ We undertake to exercise all reasonable precautions to protect against:

i/ unauthorised or unlawful access to our Platform;

ii/ accidental loss, or destruction of or damage to the Platform including information



and Personal Data;

iii/ failure of systems, or software.

c/ Notwithstanding the above undertakings, We do not warrant or guarantee the operation, transmission, security or viability of the Platform including but not limited to whether it be free of any bug, virus, Trojan Horse, worm, time bomb, or such other threats to digital and cyber integrity and security as may become defined by the information technology industry, nor do we warrant or guarantee that access to and use of the Platform will be free from interruption, errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

d/ To the extent that We use in part or whole, software, systems, applications, utilities or sites that are licensed by Us and that belong to and are operated by third parties, we disclaim all responsibility for any issue, problem or incident that is caused or affected by such, to the extent permitted by Law.

e/ You are responsible for configuring Your technology set-up including but not limited to computer programmes, software, applications or utilities, and other information technology in any computer, or mobile device or tablet.

f/ You undertake that you will use appropriate virus protection software / anti-mal software.

g/ You undertake that no other party may access the Platform via your log-in and that will keep passwords and log-in details private.

13. Conditions of use of the Platform including Intellectual Property and Confidential Information

a/ We allow You to use the Platform along with other people who are eligible to do so. This means that it is a non-exclusive licence and it only lasts for as long as you use the Platform. It is not transferable to another person since it is for your personal use, and you must satisfy certain criteria in registering and creating a Profile, before being able to use the Platform. It is for your personal use in connection with your mental health needs.

b/ Your access to and use of the Platform includes the Intellectual Property that is underlying it, and that is displayed or otherwise accessible via the Platform and that is otherwise ours by right and interest in it .

c/ You agree that we will retain all interest in and rights to the Intellectual Property, including all documentation, modifications, improvements, upgrades, and derivative works, and all other Intellectual Property rights in connection with the Platform, including our name, logos. and trademarks reproduced through the Platform, and any and all text, images and other material



that form the viewing portal of our Platform, whether owned or licensed by us, and all software, plug-ins, systems, and other processes whether owned or licensed by us.

d/ We allow you to use the Platform on condition that You do not breach the terms of this Agreement and that you will use the Platform according to the matters set out below.

e/ Therefore, You represent and warrant that you will not use or access the Platform (including but not limited to downloading or streaming anything available for separate download via the Platform), or do anything or omit to do anything in connection with receiving counselling or psychiatric services over the Platform, or use or access any proprietary material or data including but not limited to Confidential Information, and Intellectual Property, including whether we have a right to it as owner or licensee from a 3rd party, or any other material that is the subject of separate communication by the Company to You, and any Personal Data stored on the Platform, in any way that is:

i/ in contravention of or prejudicial to Our rights and interests including Confidential Information and Intellectual Property, or

ii/ in contradiction or breach of this Agreement, including any Privacy Policy

iii/ for any illegal purpose, including fraudulent purposes;

Nor permit anyone else, whether by assertion or omission, to do so either.

d/ The above restriction on use includes but is not limited to the following disallowed acts:

- (i) post or transmit a message (written, verbal, instant or via video) under a false name or use the Platform to impersonate another person or misrepresent another person];
- (ii) attempt to alter the origin of email messages or postings;
- (iii) market, promote or solicit any Services except as expressly permitted by this Agreement;
- (iv) distribute chain letters or unsolicited bulk electronic mail ("spamming") via the Platform;



ProblemShared

- (v) attempt to undermine the security or integrity of computing systems or digital networks on which the Platform is built, or attempt to gain unauthorised access to such;
- (vi) harvest or collect data about any Client, Supplier or other individual who uses the Platform;
- (vii) 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 or the Services;
- (viii) tamper, hack, spoof, copy, modify or otherwise corrupt the administration, security or proper function of the Platform or the Services including but not limited to any denial-of-service attack or a distributed denial-of-service attack;
- (ix) use robots or scripts with the Platform;
- (x) 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 the Platform;
- (xi) any other act proscribed by the Computer Misuse Act 1998.
- (xii) any offensive or threatening behaviour that includes but is not limited to swearing, drunkenness, verbal or physical abuse, racist, sexist, discriminatory conduct or language, vilification as proscribed by any Law, inappropriate advances to the Company's staff or affiliated Counsellors.
- (xiii) reproduce, modify, copy, edit, alter, distribute, disseminate (including but not limited to distributing or making any Confidential Information or Intellectual Property available on a file sharing network or site), use for commercial purposes or infringe any right pertaining to Our Confidential Information or Intellectual Property in whole or in part.



- (xiv) sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer or infringe any right in the Platform, including Confidential Information, Intellectual Property or business of the Company, nor create derivative works based on such, nor in any other manner commercially exploit the Platform or business of the Company.

e/ You agree to have anti-virus and/or anti-spyware software running that is set to override the Internet browser's cookie setting.

f/ You agree that anything you do in accessing or using the Platform will not infringe or facilitate infringement of any of Our rights or those of any other Client.

g/ We have the right to delete any information provided by You that we deem fraudulent, abusive, defamatory, obscene or in violation of any rights, including Intellectual Property rights, or that is otherwise in breach of this Agreement.

h/ Linking: You may link to the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

i/ You must not:

- i/ establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;

- ii/ establish a link to the Platform on any digital platform that is not owned by You.

- iii/ frame the Platform on any other digital platform.

j/ If you wish to make any use of content on the Platform, please contact us at help@problemshared.net. We reserve the right to withdraw linking permission at any time.

14. Referral Letter and Prescriptions

a/ You agree that if a Counsellor provides any Referral Letter, or a Psychiatrist provides any Prescription, that this is at their sole discretion and this includes the contents of such.

b/ You agree not to change, alter, modify or interfere in any way with any Referral Letter or Prescription.

c/ Psychiatrists are obliged **not** to prescribe:

- i/ any medicines listed in the non-prescribe list as stated in the prescribing policy; or

- ii/ sedatives or sleeping tablets.

d/ You are responsible for ensuring that You understand the contents of any Referral Letter or Prescription. You may contact the Practitioner through the Platform to clarify any information or question relating to the Referral Letter or Prescription:

Nothing in the clauses above restricts or otherwise limits you from discussing the Prescription with a pharmacist or medical practitioner of your choice.

e/ You should expect that:



i/ regarding a Referral Letter, if any: that the Practitioner will record a Referral Letter and forward to a counsellor, general practitioner or consultant as may be agreed with you ;

ii/ regarding a Prescription, if any: that the Psychiatrist will email a copy of the Prescription to you at your nominated email address, in read-only PDF format;

f/ Prescription drug disclaimer: Notwithstanding this or any other clause of this Agreement, Teledoctor MAKES 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 THAT IS SUBJECT OF ANY PRESCRIPTION.

15. Profile and Digital Health Record

a/ You are responsible for your own Profile on the Platform. The information this contains is at your sole discretion. Where that information does not comply with this Agreement, or Law, then we reserve the right to take it down or otherwise restrict your access to it. The information in that Profile by its nature contains Personal Data subject to privacy laws and this is addressed in our Privacy Policy. You are required to agree to this policy should you wish to use the Platform.

b/ We are responsible for a Digital Health Record in your name should the need to create one arise. The Digital Health Record is contained in your Profile and accessible to you but is also accessible to Practitioners, and to Us if we need access for purposes consistent with our provision of the Platform and consistent with our Privacy Policy.

c/ The Digital Health Record is the place where a Practitioner may record and store the following:

i/ Referral Letters;

ii/ Prescriptions;

iii/ Discharge summaries that conclude any Session with a Psychiatrist, in relation to their care of You; and

iv/ other data, information or files that You may upload to your Profile, for example a letter from another medical or health professional in relation to your treatment.

d/ We are responsible for your Digital Health Record only to the extent that we are responsible for facilitating the means to record, store, represent, order, file any and all data provided by You and the Practitioner, and for facilitating your access to such over the Platform, or to otherwise retrieve, or destroy your Digital Health Record as may be directed by you from time to time, or in accordance with any Law including the Data Protection Law 1998, the Privacy Policy attached (available on our Website), and any professional guidelines including those of the GMC.



f/ AS stated earlier, we are not responsible for the content of any information that is yours or that a Practitioner provides, including any Digital Health Record.

g/ It is the Practitioner's responsibility, and not ours, to ensure that where you give any consent or authorisation for any part of your Digital Health Record to be shared with a third party health care provider or insurer, that Your consent or authorisation is validly recorded by the Practitioner at the time of the request by the Practitioner.

16. Other information you can access on our Platform

a/ Where we make available information or links to information on the Platform, including health-related information, we do not represent or warrant that the information is comprehensive, complete, or current, reliable, true nor do we represent or warrant that the information is specific or relevant to You or able to be relied on by You, or that any course of treatment referred to in that information is safe, appropriate or effective. This information is intended as general and introductory in nature and is not intended nor to be treated as a substitute for client-specific advice from a Practitioner, including but not limited to emergency medical services. You have the right to choose not to access or read the information.

b/ Nor do We endorse the promotions, products or services of any third parties.

c/ We do not assume any responsibility or liability for the accuracy of information contained on any third party web sites.

17. How Teledoctor uses information and privacy

a/ Before completing your registration on the Platform, you must read and choose to accept or not the Privacy Policy. This sets out in detail all things related to personal information and privacy.

18. Further assurance regarding Confidential Information and Intellectual Property

a/ Notwithstanding the temporary use licence to use the Platform set out in clause 13 above and the associated restrictions on that, including access to and use of Confidential Information and Intellectual Property, You also agree to treat any and all information and property which is Ours, whether you access or use that via the Platform or via unauthorised means as either Confidential Information or our Intellectual Property, except where that information or property:

i/ is or becomes public, except where that is so because you breached this Agreement;

ii/ is required to be disclosed by any Law or order of a court or government tribunal or similar process.

19. Disclaimers

a/ We make disclaimers throughout this Agreement, and they have been placed where they



relate to the matter that is being addressed for clarity and continuity.

20. Indemnity

a/ You agree to indemnify Us fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities, including 3rd party claims, in respect of any death or personal injury or loss of or damage to property which is caused directly or indirectly by any act or omission or breach of obligation by Us of any part of this Agreement, except to the extent that the same was caused by any wilful, or negligent act on our part.

b/ For the avoidance of doubt, you agree to hold us harmless from any claim that may arise as a result of the contents of any advice, consultation or interaction you have with a Practitioner, or as a result of any Referral Letter or Prescription that a Practitioner may provide to you.

c/ You agree to indemnify Us fully for all losses or damages that we may suffer as a result of you breaching any term or condition of this Agreement, except to the extent that was caused by any willful or negligent act on our part.

21. Our Liability to You and Limitation

a/ Nature of liability:

If We break the terms and conditions of this Agreement we are responsible only for loss or damage that You suffer that is a foreseeable as a result of our breach of the Agreement. Loss or damage is foreseeable if either it is obvious that it will happen or if both you and we knew it might happen.

b/ We make disclaimers as to our responsibilities or warranties from time to time in the Agreement and we extract some of those here for ease of reference, including but not limited to the following:

i/ We are not responsible for any loss or damage that You suffer that has been caused by any Practitioner. Their conduct is governed by their own regulating bodies, proof of membership of which they are obliged to provide to Us before providing any service to you.

ii/ We are not liable for any loss or damage that results from a medical emergency or acute condition while you are using the Platform.

iii/ We provide the Platform 'as is' and do not represent or warrant that it is error free, virus free etc, nor are we responsible for any software, systems or other processes we license from 3rd parties in connection with the Platform.

iii/ We are not responsible for any data loss, whether as a result of unauthorised access, misaddress, technical failure, technical interference or otherwise.

iv/ We will not be liable to you for any loss or damage in connection with inability to access or use Platform except where payment for a Session has been taken and You are



prevented from attending that Session because of a verified fault with our Platform, which is not connected with your technology set-up. In that instance, our liability is limited to a refund of the Fee, if paid already or an offset of any Subsidised Cost.

f/ We will not be liable for any defective content or processes on our Platform that cause loss or damage to your technical set-up including to any computer or smart device.

g/ Notwithstanding the above, we do not exclude or limit in any way our liability to you where it would be unlawful to do so, including under any applicable Law.

22. Termination

a/ We reserve the right to suspend or terminate this Agreement with you and with it, your access to the Platform at any time, without notice and without liability, if we reasonably determine you have broken any term or condition of this Agreement.

b/ In order to determine your compliance with this Agreement, we reserve the right to monitor your access to and use of the Platform.

f/ We will only compensate You by way of refund of any Fee or offset of any Subsidised Cost where the Session was unable to be completed by telephone, in the event that the Platform was not able to be accessed, which was not connected to any issue with your technical set-up.

23. Complaints

You may record a complaint in line with the Complaints Policy that is published to and available on the Website.

24. Continuing force and effect of certain parts of the Agreement despite termination

Notwithstanding the above, all disclaimers, representations, warranties and undertakings in this Agreement shall continue to apply after termination along with various other clauses and Schedules where relevant.

25. Cooling-Off Period

This is not relevant except where We provide a Subscription based service over the Platform. As we do not currently provide such, the usual 14 day cooling off period contained in consumer laws is not relevant to this Agreement.

In the event that those laws were to apply to Sessions, you waive the right to such cooling off period where a Practitioner has already attended any Session with You, attendance at which would be chargeable to You.

26. Disputes



- a/ In the event of any complaint or dispute, you agree that you will first notify us of the subject of the complaint or dispute, and we undertake to respond in a reasonable time.
- b/ You and We agree to attempt to resolve any dispute within sixty (60) days of notification of a dispute, after which You and We agree to submit to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- c/ Unless otherwise agreed by You and Us, the mediator will be selected by CEDR and the mediation procedure will be initiated with a notice from you or Teledoctor requesting ADR mediation; and You or We must notify CEDR by providing it with a copy of the request. The mediation will start not later than sixty (60) days after the date of the ADR mediation notice.
- d/ Neither you nor we have the right to commence any court action or proceeding in relation to any dispute arising from these Terms and Conditions until both parties have attempted to settle the dispute by mediation, except where:
 - i/ the mediation has been terminated;
 - ii/ either You or We failed to participate in the mediation for a period of thirty (30) days from the commencement of mediation.
- e/ In the event of the above occurring, either party may put the dispute to confidential arbitration in any court or tribunal in England.
- f/ Any award by an arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.
- g/ To the fullest extent permitted by any Law, no arbitration or court action or proceeding in connection with this Agreement shall be joined to an arbitration or court action or proceeding involving any other party, whether through class arbitration or court action or proceeding or otherwise.

27. Circumstances outside Our control

- a/ We will not be responsible for any breach, action or omission in connection with this Agreement due to circumstances or events outside our control.
- b/ Circumstances or events outside our control include but are not limited to:
 - i/ any action or omission by a Practitioner;
 - ii/ strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks including but not limited to insufficient or variable network connectivity at any time.
- b/ If a circumstance or event outside our control takes place that materially affects the performance of our obligations to you under this Agreement:



- i/ we will notify you;
- ii/ our obligations will be suspended and the time for performance of its obligations will be extended for the duration of the circumstance or event outside its control;
- iii/ you will have the choice to elect to postpone the performance of the obligation e.g. postpone a Session to another time and be refunded in the event that you have made any payment in connection with this;
- iv/ we will resume the performance of these obligations and notify you of such as soon as is reasonably possible.

28. Assignment

- a/ You cannot assign, or transfer any of your rights or obligations under this Agreement to anyone else, without our written agreement.
- b/ We may transfer our rights and obligations under this Agreement to another party, including any company, or successor. We undertake to notify you over the Platform or in writing to your nominated email address if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

29. Applicable Law

These Terms and Conditions are governed and construed by the Laws of England.

30. Severability

If a court or any other authority charged with sufficient power under any Law finds any clause or part of these Terms and Conditions illegal, invalid, unenforceable, or void for any reason, that clause or part shall be severed from the Agreement and the rest will continue to bind and remain in force and take effect. Each clause in this Agreement operates separately to the extent permitted by Law.

31. Waiver

a/ Any delay in enforcing any part of this Agreement by either You or Us, does not mean that either of us rescinds or waives any right to enforce later. That is, if we do not insist immediately that you do anything that you are required to do or that you stop doing anything you are not authorised to do under these Terms and Conditions, or if we delay in taking steps against you in respect of any breach of this Agreement, that will not mean that you are no longer obliged to do, or not do those things; it will not prevent us from taking steps later. For example, if you miss a payment and we do not chase you but we continue to give you access to the Platform and make Bookings, we can still require you to



make the payment at a later date.

32. Notices

a/ We may give notice to you by either notification via the Platform, or in writing by email to Your nominated email address included in your Profile, depending on the requirement of the particular term or condition of this Agreement in question;

b/ You may give notice to Teledoctor in writing by email to Our nominated email address, under this Agreement: help@problemshared.net or as published on the Platform.

c/ Deemed Receipt of Notices and Communications:

You agree that the content of any Notice, including but not limited to information, documents or other correspondence containing any data by attachment or directly included in the body of the Notice or communication will be deemed to be received by You :

i/ on accessing it when it is live on the Platform, or

ii/ in the case of email to your Nominated email address, within twenty-four (24) hours of email transmission to You by Us, subject to there being no failure to transmit or other error message notified to Us by any mail application or browser, and

iii/ in the event that you receive notification of the same matter or communication by both of the above methods, receipt will be effective on the earlier time and date of the two notifications. So where we publish it on the Platform and you access the Platform sooner than you access your email, notice will be effective as of the date you access the Platform.



APPENDIX 1.

Technical Requirements to Use the Platform

a/Operating System	Browser
Windows 7, 8, 10	Google Chrome 37 and newer
Mac® OS X 10.8.5 and newer	Google Chrome 37 and newer
Android™ 4.4.4 and newer	Google Chrome 37 and newer
Windows XP, Vista, 7, 8 and 10	Firefox 18
Mac OS X 10.6 and newer	iPhone, iPad, iPod Touch with a front facing camera and iOS 7.1 and newer
iOS	

a/ Minimal and optimal internet connection speed: An available bandwidth of 5 mbit/s active Internet connection is sufficient to access the Site or App;

b/ In order to access or use the Platform, via a mobile device, You must have as a minimum:

i/ iPhone version 6 or more recent, running iOS 8.0 or higher, or an Android smartphone running Android v4.2 or more recent;

ii/ a consistent 3G (or faster) data connection. For the avoidance of doubt, GPRS or EDGE connections are not suitable.

c/ For optimal access and use, and for greater security, we advise that You should use a personal –wi-fi connection, and that the wireless connection be secured with WPA-2 security, and that the device from which you access the Platform is password protected, set to lock after a short period of inactivity, and protected with suitable anti-virus and anti-malware software.

d/ From time to time, updates to the App may be made available to you. We recommend that you use the latest version of the App at all times, to take advantage of the latest enhancements. Depending on the update, you may not be able to use the Platform until you have downloaded or streamed the latest version of the App and accepted any new terms.



ProblemShared

e/ You must not attempt to gain unauthorised access to the Platform. Installation of the App on a device that has had its operating system compromised by the process of Jailbreaking (Apple iOS) or Rooting (Android) is not permitted and may result in the security of your personal data being compromised.



ProblemShared is the trading name for Teledoctor Ltd
Company Number 10410380, of 2 Fredrick Street, Kings Cross, London UK, WC1X 0ND.