

Terms of Service for Best Doctors

Welcome to Best Doctors, a service provided by Teladoc Health UK LTD, a limited company registered in England and Wales (company number 05739281) with its registered office located at Aspect House Floor 5, 84-87 Queen's Road, Brighton BN1 3XE, England ("**Teladoc Health**", "**We**", "**Us**" or "**Our**").

These Terms of Service ("**Terms**") will apply to the provision by Teladoc Health of the Best Doctors service ("**Service**"), to those eligible to use the Service (collectively "**You**" or "**Your**") by completing registration for the electronic Best Doctors mobile Web portal ("**Portal**").

Acceptance of Our Terms

These Terms govern the relationship between You and Us in relation to Your use of the Service (including the Portal), and any updates as relevant. Please carefully read these Terms and make sure that You understand them.

You will be asked to agree to these Terms as part of the registration process for the Service. By completing the registration process, You are entering into a legally-binding agreement with Teladoc Health by expressly accepting these Terms as set out below.

Acceptance of these Terms is a condition of use of the Service.

The purpose of the Service is to provide You with routine, non-emergency and virtual access to healthcare professionals via telephone or video, providing the following services (some of which are regulated by the Care Quality Commission ("**CQC**")):

1. Expert Medical Opinion;

Expert Medical Opinion

The Expert Medical Opinion ("**EMO**") service offers a second opinion regarding medical advice received by You from a specialist clinician. The EMO is based on the medical history and previous diagnosis provided by Your treating doctors and reported by You. You will be guided through the process by Our EMO doctors who are GMC-registered GPs. The EMO GP will require You to collect key medical information from Your specialist/s, which may include letters, reports / results and imaging from scans. This information is used to collate a detailed case summary for an international specialist clinician from Teladoc Health's database of international experts, who then produces a report with recommendations and provides answers to the questions posed.

You (or Your legal guardian if applicable) should review the report with Your treating doctor for guidance on appropriate next steps. Medical decisions should only be made after consideration of Your medical history, an in-person clinical examination and appropriate diagnostic tests. The EMO Report is intended to provide You with suggestions to supplement the information You have already received from Your treating physicians.

The information contained in the EMO Report must not be used as a substitute for Your treating doctor's recommendations, nor must the EMO Report be used in any medico-legal proceedings.

Exclusions

The EMO service will not be available in the following circumstances:

- 1.1.1 patient admitted to ICU or in an unstable condition in hospital;
- 1.1.2 patients whose acute medical treatment would be delayed by engaging in this service;
- 1.1.3 psychiatric cases that are deemed high risk following a risk assessment. Psychiatric cases generally are not suitable for this service; and/or
- 1.1.4 pure dental cases (please note oral tumours and facial cancers are suitable for this service).

Emergencies

Please note that the Service is only for routine, non-emergency and minor medical conditions.

In cases of a physical or mental health emergency, You must contact Your local emergency services (999 in the UK) or contact Your NHS GP or Your other healthcare practitioner/s (outside of Teladoc Health).

Privacy and Data Protection

Under data protection laws, We are required to provide You with certain information about who We are, how We process Your personal data and for what purposes, Your rights in relation to Your personal data and how to exercise those rights. This information is provided in Our (separate) Privacy Notice and Our (separate) Cookies Policy and it is important that You read that information.

In addition to these Terms, Our Privacy Notice and Our Cookies Policy also apply to Your use of the Service.

Please be aware that internet transmissions can never be guaranteed as being completely private or secure, even if there is a special notice that a particular transmission is encrypted. Any message or information You send using the Portal is at risk of being read or intercepted by others.

For Us to be able to provide the Service to You, please note the following additional conditions:

- ID checks: We will undertake checks to confirm Your identity. We are unable to provide the Service without first verifying Your identity.
- Recording of Calls: We may record Our calls with You to help Us monitor the quality of Our services and for medico-legal purposes.
- Sharing of notes with registered NHS GPs: We ask for Your consent to share Our notes of Your care with Your NHS GP to assist them in maintaining a complete and up-to-date health record for You. Declining consent for this may result in Our healthcare practitioners being unable to offer care/treatment due to patient safety considerations. In safeguarding scenarios and/or where required by applicable laws, We may also share information with NHS GPs or local Safeguarding teams without Your consent.

Service Limitation/Restrictions

You are responsible for providing Our healthcare professionals with the information that they advise is needed so that We can provide You with the Service in a safe and effective way.

The Service, including the Portal, may not be suitable for managing certain health conditions. By nature of being accessed virtually (via telephone or video), the Service has certain limitations / restrictions and does not replace face-to-face consultations with Your NHS GP or other healthcare practitioner/s outside of Teladoc Health, nor is it a substitute for primary healthcare. Face-to-face consultations are essential in cases of medical emergencies and where physical examination, investigation or intervention is required.

In case of the Service being inappropriate for Your needs, You will, wherever possible, be provided with appropriate alternatives to access the care You need.

As with all healthcare providers, any advice provided via the Service is a matter of Our healthcare professionals' judgement based on their assessment of Your medical presentation, the information available about Your health and their clinical experience. Accordingly, no outcomes can be assured or guaranteed.

User Account and Eligibility to use the Service

When registering for the Service, You will be required to create a Service account with Us. Only those aged 18 years and over can open and hold a Service account with Us.

You must not transfer or share Your login credentials to/with anyone or create more than one Service account (with the exception set out in the "Use of the Service by Minors" section below).

You must not use someone else's Service account in the Portal under any circumstances.

Use of the Service by Minors

The Service is available for Minors (but remains subject to exclusion criteria related to specific services as set out above). However, the Service account holder for a Minor must be that Minor's parent or legal guardian.

If You register a Service account on behalf of a Minor as their parent or legal guardian, You will be fully responsible for the Minor's compliance with these Terms, as well as their acknowledgement that Our (separate) Privacy Notice and Our (separate) Cookies Policy apply to the Minor's use of the Service.

Complaints and Feedback

We are focused on delivering an excellent experience for those who use the Service and value all feedback We receive. We are also committed to addressing any concerns or complaints thoroughly and fairly.

If You have a concern or wish to complain about the Service, We will do Our best to resolve it quickly and effectively. If You are unhappy about any aspect of the Service, please talk to Us by calling a member of Our Customer Support Team on 0800 085 66 05. Our Customer Support Team will try to resolve the issue and explain what We can do to help You and/or provide You with details of Our complaints procedure.

Geographical Restrictions

You are responsible for checking whether You are entitled to access the Service in the location where You are.

Our clinicians can provide medical advice and signposting for patients who are travelling abroad. Unfortunately, for regulatory reasons, we are unable to issue prescriptions for use outside of the UK

Technical requirements for using the Portal

The Portal is supported by Microsoft Edge, Google Chrome and Safari, but may not run or have full functionality on older versions of these web browsers.

Our Portal is accessed remotely using the internet, data networks and devices which can access the internet (the “**Infrastructure**”). We make the Portal available for access using the Infrastructure, but are not responsible for the Infrastructure itself. Issues affecting the Infrastructure may impact on Your ability to access Our Service via the Portal.

From time to time, updates to the Portal may be made available to You. We recommend that You use the latest version of the Portal at all times to take advantage of the latest enhancements. Depending on the update, You may not be able to use the Portal until You have downloaded the latest version of the Portal and accepted any change/s to these Terms.

We operate anti-virus and malicious software prevention measures on the Portal but We cannot guarantee that the Portal will always be virus-free. You should ensure that

the devices You use to access the Portal are protected against viruses and malicious software. You must not use or expose the Portal to virus or malicious software contamination.

Use of the Portal

In using the Portal's websites and platforms, you agree not to:

- send or otherwise transmit to or through the websites and platforms any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the websites and platforms or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;
- misrepresent Your identity or affiliation in any way;
- restrict or inhibit any person from using the websites and platforms, disclose personal information obtained from the websites and platforms or collect information about users of the websites and platforms;
- reverse engineer, disassemble or decompile any section or technology on the websites and platforms, or attempt to do any of the foregoing;
- gain unauthorised access to the websites and platforms, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to the websites and platforms;
- launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the websites and platforms in a manner that sends more request messages to Our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- send or otherwise transmit to or through the websites and platforms chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;
- post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
- violate any applicable laws or regulations in any way;
- alter or modify any part of the content or services offered on or through the websites and platforms;
- allow any other person to use the platforms with Your registration or login information/credentials;
- breach or otherwise circumvent Teladoc Health's security or authentication measures; and
- assist or permit any person(s) in engaging in any of the activities described above.

Service Availability

The operation of the Service, including the Portal, may be interrupted by problems with computer hardware or software, interruptions in internet services/Infrastructure, computer viruses or other problems beyond Our control.

If You need to reach Us in the event of a service outage You can email Us at generaladmin@teladochealth.com or call Us on 0800 085 66 05.

Expectations of Service Users and Acceptable Use Policy

We reserve the right to review Your access to the Service.

Decisions about restricting access to the Service are made on a case-by-case basis at Our sole discretion. We may consider access restrictions (either temporary or permanent) if, for example, We believe that:

- You have repeatedly booked appointments that We believe are clinically inappropriate;
- Your medical problems or needs are deemed to be too complex or raise patient safety considerations for the Service and We have advised You of this; and/or
- You have been responsible for any abuse, harassment or inappropriate behaviour towards Our staff.

Unreasonable behaviour

We take any instance of Our staff being treated in an abusive or violent way very seriously. We support the UK Government's 'Zero Tolerance' campaign for health service staff. This states that staff have a right to care for others without fear of being attacked or abused.

For Us to provide the Service in a safe and effective way, there must be mutual respect between Our staff and the individuals whom We serve.

Unreasonable behaviour can occur in any mode of interaction with Our staff (e.g. over the telephone, on video, in writing or in person). We do not view Your behaviour as unreasonable simply because Your communication is forthright or because You are determined in Your approach. Our staff are trained to handle interactions with patients appropriately and are expected to make reasonable allowance for their behaviour. Our staff understand that illness can impact on a patient's communication style and will take this into consideration when dealing with any misunderstanding or complaint. Our staff's aim is to be polite, helpful, and sensitive to Your individual needs and circumstances.

Occasionally, however, Our staff may be faced with behaviour that goes beyond what is reasonably acceptable. Examples of such unreasonable behaviour include (but are not limited to):

- threatening behaviour directed at Our staff (with or without a weapon);
- verbal abuse in any form including unreasonable and / or offensive remarks or behaviour / rude gestures / innuendoes directed at Our staff;
- aggressive, abusive or insulting personal remarks including using bad language or swearing at Our staff;
- harassment (based on personal characteristics such as racism, sexism, or homophobia) of Our staff;
- obscene remarks directed at Our staff;

- derogatory, abusive, or insulting comments made about Our staff online or in the print media;
- harassing, abusing, or threatening Our staff on social media networks;
- physical intimidation or aggression directed at Our staff; and/or
- attempting to obtain drugs and/or (medical) services from Us under false pretences.

Unreasonable or unrealistic demands made of the Service will not be accepted. Requests will be met wherever possible, and explanations given where We are unable to do so.

We ask that You treat Our staff courteously.

Acceptable Use Policy

You agree not to use the Service and the Portal for any purpose other than to access healthcare from Our healthcare professionals.

In particular, You agree that You will not:

- use the Portal in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Portal or any operating system;
- infringe Our intellectual property rights or those of any third party in relation to Your use of the Portal (to the extent that such use is not licensed by these Terms);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the Portal;
- use the Portal in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users;
- collect or harvest any information or data from the Portal or Our systems or attempt to decipher any transmissions to or from the servers running the Portal;
- impersonate any person or entity, or misrepresent Your affiliation with a person or entity;
- circumvent any security safeguard that We use to protect the security of Our information systems; and/or
- otherwise use the Portal or the Service in any manner that exceeds its scope of use.

You agree to refrain from contacting Our healthcare professionals outside of the Portal. For clarity, We are not responsible for any interaction/s with Our healthcare professionals that are not conducted through the Service (including the Portal).

Breach of Our Expectations of Service Users and/or Acceptable Use Policy

In the event You do not follow (any terms of) Our Expectations of Service Users Policy and/or Acceptable Use Policy, We may take some or all of the following actions at Our sole discretion:

- issue a warning to You;

- put in place specific limitations to Your access to/use of the Service (including the Portal);
- suspend or terminate Your access to the Service (including the Portal);
- take legal action; and/or
- disclose such information to law enforcement authorities if We reasonably believe this is necessary or if required by applicable laws.

Communications

The Service, including the Portal, has safeguards that are intended to prevent unauthorised parties from being able to access or read messages. However, keeping messages secure depends on two important factors.

Firstly, We need You to make sure We have Your correct email and contact details, and You must inform Us if these details change.

Secondly, You must keep Your Portal username and password confidential and not share these with anyone else. If You think someone else knows Your password, You must immediately notify Us at generaladmin@teladochealth.com, promptly log into the Portal and change Your password.

We may communicate with You through the Portal or by email, text message / SMS or telephone.

Intellectual Property

All intellectual property rights in the Service and Portal throughout the world belong to or are licensed to Us and the rights in the Portal are licensed (not sold) to You to enable You to use the Portal in accordance with these Terms.

You have no intellectual property rights in or to the Portal other than the right to use the Portal in accordance with these Terms.

We license use of the Portal to You only as permitted by these Terms and draw Your attention to the Licence Restrictions below.

Licence Restrictions

You agree that You will not:

- rent, lease, sub-license, loan, provide, or otherwise make available, the Portal in any form, in whole or in part to any person without prior written consent from Us;
- copy the Portal, except as part of the normal use of the Portal or where it is necessary for the purpose of back-up or operational security; and/or
- translate, merge, adapt, vary, alter or modify, the whole or any part of the Portal, nor permit the Portal or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Portal on devices as permitted by these Terms.

You agree that You will comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Portal.

Use of Artificial Intelligence

We may deploy Artificial Intelligence tools and techniques including, but not limited to, machine learning and third-party AI products/services, in the provision of the Service. Where You decide to access third-party AI products/services via the Service, You acknowledge that those third-party products/services are delivered by Teladoc Health's partners. You also acknowledge that Teladoc Health does not control its partners' websites or apps, nor are We responsible for and do not endorse their content, their terms and conditions or their privacy policies (if any). You will need to make Your own independent judgement regarding Your interaction with any third-party AI products/services that you decide to access via the Service, including the purchase and use of any products or services accessible through them.

You agree that You will not reverse engineer or extract any components of any Artificial Intelligence tool or model used in the provision of the Service.

Teladoc Health and/or its licensors (as applicable) shall retain ownership of any Artificial Intelligence tool or model used in the provision of the Service and of any results and/or other materials generated from its use. The use of any Artificial Intelligence tool or model by You is on the basis of a limited licence only.

Termination or Suspension of use of the Service

We reserve the right to suspend or terminate Your use of the Service, including the Portal:

- if the Service is unavailable for reasons outside Our control; or
- if You do not comply with these Terms.

If what You have done/not done (as the case may be) can be put right, We will give You a reasonable opportunity to do so.

You may deactivate Your account with Us for any reason and at any time. You can do this by sending an email to generaladmin@teladochealth.com.

After termination of Your use of the Service, We will have no further obligation to You to provide the Service.

If We end Your rights to use the Service, You must stop all activities authorised by these Terms, including Your use of the Portal.

Modification to these Terms

We may occasionally change these Terms or Our Privacy Notice (for example, when the rules regulating Our services change), to ensure the Portal is secure and Your

information is safe, or when We update or modify the Service provided through the Portal.

We do not guarantee that the Service or the Portal, or any content on it, will always be available or be uninterrupted.

From time to time, We may automatically update the Portal to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, We may ask You to update the Portal on Your device for these reasons. If You choose not to install such updates or if You opt out of automatic updates, You may not be able to continue using the Portal.

Our liability to You

If We break any of these Terms and You suffer loss or damage, We are responsible for compensating You for that loss or damage if it was a foreseeable result of Our breaking these Terms.

Loss or damage is foreseeable if either:

- it is obvious that such loss or damage will happen;
- or if, at the time You accepted these Terms, both We and You knew it might happen if We break these Terms.

We are not responsible for compensating You for loss or damage that is not a foreseeable result of Our breaking these Terms.

We do not exclude or limit Our liability to You in any way 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, agents or subcontractors, and liability for fraud or fraudulent misrepresentation.

We assume no responsibility for any liability that may arise from malicious use made by a third party in connection with the Portal.

We are not responsible for any loss or damage that might result from improper use of the Portal.

The Service is for domestic and private/personal use only. If You use the Service for any commercial, business or resale purpose (which would mean You would be breaking these Terms by doing so), We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The Portal may contain links to third party websites which are not provided by Us. Such independent sites are not under Our control, and We are not responsible for and do not endorse their content, their terms and conditions or their privacy policies (if any). You will need to make Your own independent judgement regarding Your interaction with any third-party websites, including the purchase and use of any products or services accessible through them.

General Provisions

Binding agreement: these Terms constitute the complete, legally binding agreement between You and Teladoc Health regarding the Service.

Assignment: We may transfer Our rights and obligations under these Terms to another organisation, but We will always notify You in writing if this happens, and this will not affect Your rights under these Terms. You may not transfer Your rights and obligations under these Terms to anyone else. If You sell or otherwise transfer any device on which the Portal is installed to someone else, You must remove the Portal from it before You do so.

No rights to third parties: these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term/s set out here.

Waiver: if We fail to enforce any of Our rights, that does not result in a waiver of that right.

Severability: if a Court or other authority decides that any of these Terms is unlawful, the rest of these Terms will continue to apply.

Laws that apply to these Terms and where You may bring legal proceedings. these Terms are governed by the laws of England and Wales and You can bring legal proceedings in respect of these Terms in the English Courts.

Questions

If You have any questions regarding these Terms, please contact Teladoc Health on 0800 085 66 05, by email at generaladmin@teladochealth.com or by writing to Us at Aspect House Floor 5, 84-87 Queen's Road, Brighton BN1 3XE.

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