

Terms & Conditions

VIDEODOC IS NOT FOR MEDICAL EMERGENCIES OR URGENT SITUATIONS. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL 999 or 112 IN EUROPE

Please be aware that we may ask you to confirm your identity in a consultation by providing suitable forms of verification which may include a Photo ID (Passport, Driving Licence).

Contact us by telephone: 01 907 3400, email: info@videodoc.online , or our website www.videodoc.ie

This Policy dated 21st January 2022 should be read in conjunction with Our videoDoc Privacy Policy, Medical Consent and Cookies Policy.

WHAT IS VIDEODOC videoDoc is a private convenient care service which enables patients to hold on-demand and by appointment; secure, high-definition, face-to-face, real-time; video, telephone, and online-chat/message consultations with “Healthcare Providers” including; Irish Medical Council (“IMC”) registered doctors. VideoDoc is not intended to replace the relationship with a patient’s GP. It is a complementary service offering the advantages of convenience and accessibility to a broad range of healthcare services. videoDoc is not an emergency service provider.

videoDoc charges via a monthly or annual subscription (“Subscription”) or pay-as-you-go model (“Self-Pay”) or is paid by patients’ healthcare insurer, employer or membership group (“Group/Insurer”) or using a simple pre-paid coupon code (“Coupon”).

If you already have a Subscription: Please enter the name of the “Insurer/Employer/Group” and Code or Number you have received in the appropriate fields when you register. You will only need to do this once. Alternatively, you can enter the same details in your Personal Information at any time or on the payment page. “Coupon Codes” can be added on the payment page.

The videoDoc Service is provided by videoDoc Healthcare Limited (herein after “videoDoc”), a company registered in Ireland

(CRO No. 648714) at 51 Bracken Road, Sandyford, Dublin 18, D18 CV48.

OUR CONTRACT WITH YOU WHEN YOU USE OUR SERVICES, APPS AND WEBSITES

Your agreement to comply with and be bound by these Terms and Conditions (including our End User Licence Agreement and Terms of Service) and Privacy Policy is deemed to occur upon first use of Our Apps and Websites and to be by explicit agreement on Registration. Further, you will be required to explicitly accept Our most recent Terms and Conditions,

Privacy Policy and Medical Consent (collectively “Our Policies”) when accessing Our Consultation Services.

The Irish Medical Council, Guide to Professional Conduct and Ethics for Registered Medical Practitioners, 8th Edition 2016, guidance is to share telemedicine consultations with patient’s own General Practitioner (“GP”). We request that via Our Website www.videodoc.ie you email or fax your Consultation Reports to your GP as part of this agreement.

The Irish Counsel of Psychotherapists code of ethics states that Sections are required to ensure that members preserve confidentiality, to indicate the limitations on confidentiality offered and, if appropriate, any circumstances under which it might be broken

Where clear evidence that serious harm to the client or others is likely, and there is a belief that this can be averted by such action. Prior consent should be obtained from clients unless there is good reason for believing they are no longer able to take responsibility for their own actions. By explicitly accepting Our Policies, you authorise videoDoc to use your Personal Information including your Health Information and details of all your past Consultations, collectively your “Electronic Health Record” which includes “Personal Data” and “Sensitive Personal Data”.

You also explicitly consent that videoDoc may release your Electronic Health Record for the purposes of your treatment and ongoing healthcare to your primary care doctor (General Practitioner or “GP”), preferred (nominated) pharmacy, next of kin and/or persons authorised to make decisions in relation to your healthcare. If you do not wish us to release your Electronic Health Record, please notify the Doctor or healthcare provider in your consultation.

You will still be deemed to have explicitly agreed to all other parts of Our Policies. If you are entitled to free or subsidised consultations through your Insurer, Employer or a Group Membership, we will share with them your date of consultation, name, contact details, date of birth, and policy or membership number to assist in reimbursement. We will not share information from consultation without your explicit consent unless you are deemed to be a significant risk to self or others.

INTRODUCTION

When accessing Our videoDoc Services using Our Websites we ask that you make, a few commitments to us to ensure that you receive care personalised to you, and to protect you against the risk of receiving treatment that is inappropriate or unsafe.

We think it is important for you to read and fully understand those commitments, so we have outlined the most important immediately below.

We ask that:

1. you commit you are the person registering and are not presenting yourself as someone else or acting as an agent for somebody else;
2. you will only register once with videoDoc unless you are registering for a dependant or a person in your care;
3. you agree to protect the privacy and security of all Users (Patients, Doctors, Our Healthcare Providers and videoDoc Employees) and not to; make independent recordings of consultations, capture images, or take screen shots or similar. All necessary details of your consultations are stored for your benefit in your own Consult History and Patient Information (Personal and Health Information) (collectively “Electronic Health Record”). We may record your telephone calls with Our videoDoc Care Team who will assist you with general and technical enquiries;
4. you commit that any information you provide videoDoc and its Healthcare Providers will be accurate and not to omit anything of relevance or importance, which for the avoidance of doubt includes, current and past, medications and conditions;
5. you will maintain and ensure that your Patient Information (Personal and Health), is current and correct at the time of any appointment or consultation;
6. you will keep your Patient Information (Personal and Health), current and add any relevant advice, opinions, tests, prescriptions or imaging you have received from all sources;
7. you will comply with all instructions and advice given to you by videoDoc and its Healthcare Providers, subcontractors and third parties for your continuing care;
8. you will comply with the manufacturers’ instructions and guidance as to the use of any medicine (OTC or Prescription) including method, timing, dosages, potential adverse reactions or side effects, expiry dates etc., and the instructions of any Pharmacist dispensing following a videoDoc consultation;
9. you will promptly report any side effects of any prescription to an appropriate Healthcare Provider; and
10. you agree, videoDoc may use Anonymised or Pseudo-Anonymised Data (collectively “De-identified Data”) as defined in the Data Protection Acts (“DPA”) in the improvement of its Products and Services. In this context, Deidentified Data refers to data from which the patient cannot be individually identified.
11. If you have any concerns or are in any doubt regarding any information or Advice you have received or failed to receive via Our Products and Services, or regarding your health, wellbeing or any conditions, you will immediately seek a further medical opinion from a registered doctor or suitable Healthcare Provider not affiliated with videoDoc and/or shall utilise the emergency services as necessary.

TERMS AND CONDITIONS (INCORPORATING OUR END USER LICENCE AGREEMENT AND TERMS OF SERVICE) IN DETAIL

DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

1.1. “videoDoc /Our/Us” means videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Republic Ireland;

1.2. “Account” means an account required for a User to access and/or use certain areas of Our Apps and Websites;

1.3. “Advice” means any communication, diagnosis, discharge, advice or other Services in any form provided or facilitated by videoDoc or its Healthcare Providers through the Apps and Websites;

1.4. “Apps and Websites” means the Application (IOS or Android) or Website, including Mobile Website that you are currently using including www.videodoc.ie and any sub-domains of these websites unless expressly excluded by their own terms and conditions;

1.5. “Content” means all files, documents, text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored in an application (IOS or Android) or on a computer that appears on, or forms part of, Our Apps and Websites;

1.6. “Contract” means a contract for the purchase and sale of Products and Services, as explained in Clause

17. Orders – How Contracts Are Formed

1.7. “Data Protection Acts” (DPA) means the Data Protection Acts 1988 to 2003 (as amended) and any regulations, codes and guidance issued by the Data Protection Commissioner (or any official who may succeed either of him or her) and any other applicable data privacy laws and regulations. It shall also include any superseding data protection legislation that comes into force during the term of this Agreement including Regulation 2016/679 of the European Parliament and of the Council, General Data Protection Regulation (“GDPR”) which applied from 25th May 2018;

1.8. “De-identified Data” is as defined in the Data Protection Acts including Anonymised and Pseudo- Anonymised Data. De-identified Data refers to data from which the patient cannot be individually identified. Our use of De-identified Data is in conformity with best practice and GDPR and only in the improvement and promotion of videoDoc Products and Services and in the development of its business including with Third

Parties;

1.8.1. “Personal Data” means the definition given to it in the Data Protection Acts (“DPA”) including any information relating to an identified or identifiable natural person (“Data Subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; and

1.8.2. “Sensitive Personal Data” means the definition given to it in the Data Protection Acts (“DPA”) including Data, revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership; data concerning health or sex life and sexual orientation; genetic data or biometric data.

1.9. “Electronic Health Record” means your account in our cloud-based storage holding your Personal Information and your Consultation record (“Consult History”);

1.10. “Healthcare Providers” means any Registered Healthcare Professional providing videoDoc Services through its Apps and Websites including Irish Medical Council (“IMC”) registered General Practitioners;

1.11. “Order” means your order for the Products and Services which may or may not require a payment of monies;

1.12. “Order Confirmation” means Our videoDoc acceptance and confirmation of your Order.

1.13. “Products” means any physical item Ordered including but not limited to a Test, Prescription or Activity Device;

1.14. “Products and Services” means the Products and Services provided by or via videoDoc to you as specified in your Orders;

1.15. Republic of Ireland and European Law (“ROI and EU Law”) means the Data Protection Acts and the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (Si 484/2013), (Distance Selling Regulations).

1.16. “Services” means any Service to a User including Advice;

1.17. “Third Parties” means any entities providing Products and Services through videoDoc or its Apps and Websites, including independent healthcare providers, subcontractors, agencies and suppliers other than videoDoc and its subsidiaries or affiliates;

1.18. “Third Party Apps and Websites” means Apps and Websites not owned by videoDoc or any of its subsidiaries or affiliates;

1.19. “User” means any patient, customer, third party, healthcare provider (registered Irish Medical Council (“IMC”) General Practitioners that accesses the Apps and Websites or orders Products and Services from videoDoc or its subsidiaries or affiliates and is not directly employed by videoDoc or acting during their videoDoc employment; and

1.20. “User Content” means any content submitted to Our videoDoc Apps and Websites by Users including, but not limited to Sensitive Personal Data including name, date of birth, state of health, ailments, allergies, diseases or disabilities, medications, physical and mental characteristics, past medical records, photographs, family information, medical diagnoses and notes, details of past consultations; and financial information such as credit and debit card numbers.

REGISTRATION, FIRST AND SUBSEQUENT USE

2. What information we collect, store and process when you Register with videoDoc and use our Services

2.1. On Registration and first use of Our Apps and Websites we ask for certain “Personal Data” including biographical and demographic information such as; name, email, contact numbers, address, date of birth, gender and location. We may also collect insurer, employee, group or membership numbers where appropriate.

2.2. We may also ask for “Sensitive Personal Data” including your Presenting Complaint which we will not store unless you have a Consultation. Optionally you may also share and/or store with us Medications and Allergies and your Patient Information (Personal and Medical History) in your personal Electronic Health Record.

2.3. In order, to have a Consultation with a Doctor or specialist healthcare provider you must explicitly agree to our current Terms and Conditions (incorporating our End User Licence Agreement and Terms of Service), Privacy Policy and Medical Consent at which point we will store that Sensitive Personal Data in your Personal Information and your Consultation record (“Consult History”) (collectively your “Electronic Health Record”). This Sensitive Personal Data includes your medical history, symptoms, complaints, allergies and medications.

videoDoc also provides the ability for your Healthcare Providers to add notes to your Electronic Health Record. Any information provided as part of a video, telephone, secure chat session and/or email consultation becomes part of your Electronic Health Record. At any point you can update your Personal Information, but we will keep a record of those changes if you have had a Consultation.

2.4. Your agreement to comply with and be bound by these Terms and Conditions (incorporating our End User Licence Agreement and Terms of Service), Privacy Policy and Medical Consent (“Our Policies”) is deemed to occur upon your first use of Our Apps and Websites and updated at the point of a Consultation.

END USER LICENCE AGREEMENT FOR OUR APPS AND WEBSITES

3. Access to Our Apps and Websites

3.1. You may access Our Apps and Websites from anywhere subject to Republic of Ireland and European Law (including the Cross-Border Directive) and the applicable laws in your location. It is your responsibility to confirm that you comply with, all applicable laws and regulations.

3.2. On desktops and laptops, we currently support Chrome (Latest) and Firefox (Latest). We do not support Internet Explorer or Safari.

3.3. Our Services do not work on the Mobile Device Versions of Chrome and Firefox as commonly found on an iPhone, iPad and some Lap Tops. Please download Our Apps and Androids in the Apple and Google Play Stores.

3.4. Access to Our Apps and Websites is provided “as is” and on an “as available” basis. videoDoc may alter, suspend or discontinue Our Apps and Websites (or any part of it) at any time and without notice. videoDoc will not be liable to you in any way if Our Apps and Websites (or any part of it) is unavailable at any time and for any period.

4. Accounts

4.1. Certain parts of Our Apps and Websites (including the ability to purchase Products and Services may require that you create (“register”) an Account to access them.

4.2. You may not register an Account if you are under 16 years of age. If you are under 16 years of age and wish to use parts of Our Apps and Websites that require an Account, your parent, guardian or carer should register their own “Master” Account and add you as their Dependant. Dependents must only access the Master Account with the supervision of their parent, guardian or carer.

4.3. When creating an Account, the information you provide must be accurate and complete. If any of your information changes later, you can update it in your Patient Information page in our Apps and Websites.

4.4. videoDoc require that you choose a strong password for your Account, consisting of at least 8, at most 20, characters including 1 lowercase, 1 uppercase and 1 number.

4.5. It is your responsibility to keep your password safe. You must not share your password or Account with anyone else. If you believe your Account has or is used without your permission, please contact videoDoc immediately. videoDoc will not be liable for any unauthorised access to your Account.

4.6. Any personal information you provide or store in your Account will be collected, used, and held in accordance with Our data retention policies which follow, the UK’s NHS recommendations on best practice, and ROI and European Law as appropriate, as set out in Our Privacy Policy and Medical Consent.

4.7. If you wish to close your Account, you may do so at any time, contacting us by email. Closing your Account will result in the removal of your access to your Electronic Health Record. It will not remove any information we have already collected which we are required to maintain in line with Our data retention policies, best practice, the relevant Data Protection Acts and to use in De-identified form.

5. Intellectual Property Rights and Trade Marks

5.1. videoDoc and its Apps and Websites contains, embodies and is based upon worldwide patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively “Intellectual Property Rights”) owned by or under licence by videoDoc and its licensors. All Content, including User Content, is protected by applicable Republic of Ireland, European and International intellectual property laws and treaties.

5.2. All logos and trademarks on our Apps and Websites are owned by or licensed to videoDoc. videoDoc hereby reserve all rights to their respective use.

5.3. You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner, re-use Content from Our Apps and Websites unless given express written permission to do so by videoDoc.

5.4. This Agreement does not convey to you title or ownership of videoDoc Apps and Websites. You shall not remove, replace or obscure trademarks or proprietary notices contained in or displayed by videoDoc.

5.5. Any printouts made of content obtained through videoDoc must include a recognition and Our copyright notice, ©videoDoc Healthcare Limited. videoDoc is a registered trademark of videoDoc Healthcare Limited. This Agreement does not confer any licence or right to use any trademark of videoDoc or its licensors or suppliers without the express written permission of videoDoc.

5.6. With these restrictions, videoDoc grants you a limited licence to access and make personal use of the Apps and Websites and not to modify, any portion, except with express written consent. This licence does not include any resale or commercial use of the Apps and Websites or content; any derivative use of the Apps and Websites or contents; or any use of data mining, robots, or similar data gathering and extraction tools.

5.7. The Apps and Websites or any portion of the Apps and Websites may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of videoDoc. Any unauthorised use terminates the permission or licence granted by videoDoc. You may not use any logo or other proprietary graphic or trademark of Insurer, Employer or Group or videoDoc as part of the link without videoDoc’s prior permission.

5.8. Subject to sub-Clauses 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Apps and Websites unless given express written permission to do so by videoDoc.

5.9. You may:

5.9.1. Access, view and use Our Apps and Websites in an application (IOS or Android) or web browser (including any web browsing capability built into other types of software or app);

5.9.2. Download Our Apps and Websites (or any part of it) for caching;

5.9.3. Print pages from Our Apps and Websites;

5.9.4. Download extracts from pages on Our Apps and Websites; and

5.9.5. Save pages from Our Apps and Websites for later and/or offline viewing.

5.10. Our status as the owner and author of the Content on Our Apps and Websites (or that of identified licensors, as appropriate) must always be acknowledged, ©videoDoc Healthcare Limited.

5.11. You may not use any Content saved or downloaded from Our Apps and Websites for commercial purposes without first obtaining a licence from videoDoc (or Our videoDoc licensors, as appropriate). This does not prohibit the normal access, viewing and use of Our Apps and Websites for general information purposes.

5.12. Nothing in these Terms and Conditions limits or excludes the provisions of the Copyright and Related Rights Act 2000, covering the making of temporary copies; the making of personal copies for private use; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

6. User Content

6.1. An Account is required if you wish to submit User Content. For terms and conditions pertaining to Accounts, please refer to Clause 4.

6.2. You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 12.

6.3. You agree that you will be liable to videoDoc and will, to the full extent permissible by law, indemnify videoDoc for any breach of the warranties given by you in these Terms and Conditions. You will be responsible for any loss or damage suffered by videoDoc Healthcare Limited from a breach.

6.4. You retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant videoDoc an unconditional, fully

transferable, royalty-free, worldwide licence to use, store, archive your User Content for the purposes of operating and promoting Our Apps and Websites and for providing you with and improving Our videoDoc and videoDoc healthcare products and services including the use of that data in anonymised form. We will not share your Personal Data with a third party other than your Healthcare Provider or without your permission other than set out in Our Privacy Policy.

7. Disclaimers

7.1. Apps and Websites are not suitable for any condition that should reasonably require face to face analysis, diagnosis or treatment, or for sourcing any Product and Service urgently for a medical emergency or acute condition.

7.2. videoDoc cannot guarantee continuity of care through the same Healthcare Provider.

7.3. The Content on Our Apps and Websites does not constitute advice on which you should rely. It is provided for general information purposes only.

7.4. videoDoc make no representation, warranty, or guarantee that Our Services or Apps and Websites will:

7.4.1. Meet your requirements;

7.4.2. be of satisfactory quality;

7.4.3. be fit for a purpose;

7.4.4. not infringe the rights of third parties;

7.4.5. be compatible with all software and hardware; or

7.4.6. that it will be secure.

7.5. videoDoc make reasonable efforts to ensure that the displayed Content on Our Apps and Websites is complete, accurate, and up-to-date. videoDoc does not make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

8. Our Liability

8.1. videoDoc is not responsible for any loss or damage caused by its Healthcare Providers (except to the extent the Healthcare Provider is an employee of videoDoc or acting within the scope of their employment), or Third Parties unless caused by the negligence, material breach or wilful default of videoDoc.

8.2. To the full extent permissible by law, videoDoc accepts no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Apps and Websites or the use of or reliance upon any Content included on Our Apps and Websites.

8.3. To the full extent permissible by law, videoDoc exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Apps and Websites or any Content included on Our Apps and Websites.

8.4. videoDoc takes all reasonable steps to ensure that Our Apps and Websites are free from viruses and other malware, however videoDoc accepts no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Apps and Websites (including the downloading of any Content from it) or any other Apps and Websites referred to on Our Apps and Websites.

8.5. videoDoc neither assume nor accepts responsibility or liability arising out of any disruption or nonavailability of Our Apps and Websites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

8.6. The liability of the Company from its Products and Services whether under contract, tort/delict, statute, common law or otherwise (and including for negligence or wilful default) shall not in any circumstances exceed:

8.6.1. €1,000 in aggregate in relation to any products; and

8.6.2. €1,000,000 in aggregate otherwise.

8.7. Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability, which cannot be excluded or restricted by law.

9. Your Liability

9.1. You commit that you are the person registering and not presenting yourself as someone else or acting as an Agent or, on behalf of somebody else.

9.2. You will only register once with videoDoc unless you are registering for a dependant or a person in your care.

9.3. You agree to protect the privacy and security of all Users (Patients, Irish Medical Council (“IMC”) Doctors, all Our Healthcare Providers and videoDoc Employees) and not to make independent recordings of consultations, to capture images or take screen shots or similar. All necessary details of your consultations are stored for your benefit in your own

Consult History and Patient Information (Personal and Health History), collectively “Electronic Health Record”.

9.4. You commit that any information you provide videoDoc and its Healthcare Providers will be accurate and not to omit anything of relevance or importance which for the avoidance of doubt includes, current and past, medications and conditions.

9.5. That you will maintain and ensure that your Patient Information (Personal and Health History) is current and correct at the time of any appointment or consultation.

9.6. That you will promptly notify and/or correct any part of your Patient Information (Personal and Health History), which is incomplete or inaccurate including any Advice (see below), opinions, tests, prescriptions or imaging received.

9.7. That you will comply with all instructions and advice given to you by videoDoc and its Healthcare Providers, subcontractors and third parties for your continuing care.

9.8. That you will comply with the manufacturers’ instructions and guidance as to the use of any medicine (OTC or Prescription) including method, timing, dosages, potential adverse reactions or side effects, expiry dates etc., and the instructions of any Pharmacist dispensing because of, a videoDoc appointment or consultation.

9.9. That you will promptly report any side effects of any prescription to an appropriate Healthcare Provider.

9.10. If you have any concerns or are in any doubt regarding any information or Advice you have received or failed to receive via Our Products and Services, or regarding your health, wellbeing or any conditions, you will immediately seek a further medical opinion from a registered GP or suitable Healthcare Provider not affiliated with videoDoc and/or shall utilise the emergency services as necessary.

10. Third Party Apps and Websites

10.1. As a convenience to Our Users, the Apps and Websites may include links (including hypertext) to Third Party Websites or material, which is beyond Our control. When you activate any of these you will leave Our Apps and Websites and videoDoc has no control over and will accept no responsibility or liability for the material on any App and Website, which is not under the control of videoDoc.

11. Advertising and Sponsorship

11.1. Part of the Apps and Websites may contain advertising and sponsorship, including advertising and sponsorship by videoDoc. Advertisers and Sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with relevant laws and regulations and codes. videoDoc will not be responsible for any error or inaccuracy in advertising and sponsorship material.

11.2. To the full extent permissible by law, videoDoc accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or about the use of (or inability to use) Our Apps and Websites or the use of or reliance upon any Content included on Our Apps and Websites.

12. Viruses, Malware and Security

12.1. videoDoc take all reasonable steps to ensure that Our Apps and Websites are secure and free from viruses and malware. videoDoc do not, however, guarantee that Our Apps and Websites are secure or free from viruses or other malware and accept no liability in respect of the same.

21/01/2022 videoDoc – Payment

<https://www.evideodoc.ie/#/consultationRequestPayment> 10/20

12.2. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks. You must not deliberately introduce viruses or other malware, or any other material, which is malicious or technologically harmful either to or via Our Apps and Websites.

12.3. You must not attempt to gain unauthorised access to any part of Our Apps and Websites, the server on which Our Apps and Websites is stored, or any other server, computer, or database connected to Our Apps and Websites.

12.4. You must not attack Our Apps and Websites by means of a denial of service attack, a distributed denial of service attack, or by any other means.

12.5. By breaching the provisions of sub-Clauses 12.3 and 12.4, you may be committing a criminal offence under the Criminal Damage Act 1991, the Criminal Justice (Theft and Fraud Offences) Act, 2001, the Criminal Justice Act 2011, Criminal Justice (Offences Relating to Information Systems) Act 2017 (“Cybercrime Bill”) and under similar legislation in Europe including Directive 2013/40/EU. All, such breaches will be reported to the relevant law enforcement authorities and videoDoc will cooperate fully with those authorities by disclosing your identity to them. Your videoDoc right to use Our Apps and Websites will cease immediately in the event of such a breach.

13. Acceptable Usage Policy

13.1. You may only use Our Apps and Websites in a manner that is lawful and that complies with the provisions of this Clause 13.

13.2. You agree that videoDoc may limit, restrict or remove your right to any or all, of its Services, without reason or notice, where in videoDoc’s sole opinion your usage of the videoDoc Services exceeds videoDoc’s current Acceptable Usage Policy, as determined from time to time.

13.3. Specifically when submitting User Content (or communicating in any other way using Our Apps and Websites), you must not submit, communicate or otherwise do anything that is; sexually explicit; obscene, deliberately offensive, hateful or otherwise inflammatory; promotes violence; promotes or assists in any form of unlawful activity; discriminates against, is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, age, political beliefs or membership of “trade”

organisations; is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person; is calculated or is otherwise likely to deceive; is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy; misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive.

13.4. You must not infringe, or assist in the infringement of, the intellectual property rights (including, but not] limited to, copyright, patents, trademarks and database rights) of any other party; or is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

13.5. videoDoc reserve the right to suspend or terminate your access to Our Apps and Websites without notice if, in Our sole opinion, you materially breach the provisions of this Clause or any of the other provisions of these Terms and Conditions.

13.6. videoDoc hereby exclude all liability arising out of any actions (including, but not limited to those set out above) that videoDoc may take in response to breaches of these Terms and Conditions.

14. Cookies

14.1. This Clause should be read in conjunction with the Cookies Policy on our Websites and our Privacy

Policy.

14.2. All Cookies and tracking tools used on our Apps and Websites are used in accordance with current ROI and EU Cookie Law as applicable.

14.3. We may place and access certain first party Cookies on your computer. First party cookies are those placed directly by videoDoc via this Website and are used only by videoDoc. videoDoc uses Cookies to improve your experience of using the Website and to improve our range of products and services.

14.4. Before any Cookies are placed on your computer, subject to Clause 3.5, you will be presented with a message bar requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling videoDoc to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of the Website may not function fully or as intended.

14.5. Certain features of the Website depend upon Cookies to function. ROI and EU Cookie Law deem these Cookies to be “strictly necessary”. There are no strictly necessary cookies currently used on our Websites as at the date of these Terms and Conditions.

14.6. You can choose to enable or disable Cookies in your Internet browser. Most Internet browsers also enable you to choose whether you wish to disable all cookies or only third-party cookies. By default, most Internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your Internet browser.

14.7. You can choose to delete Cookies at any time however you may lose any information that enables you to access the Website more quickly and efficiently including, but not limited to, personalisation settings.

14.8. It is recommended that you ensure that your Internet browser is up-to-date and that you consult the help and guidance provided by the developer of your Internet browser if you are unsure about adjusting your privacy settings.

DATA PROTECTION AND PRIVACY: HOW WE COLLECT, STORE AND USE YOUR DATA AND YOUR

ELECTRONIC HEALTH RECORD

15. videoDoc’s policies on data protection and privacy: how we collect, store and use your data and your Electronic Health Record are contained in our Privacy Policy which forms part of these Terms and Conditions.

TERMS OF SERVICE

16. Products and Services, Pricing and Availability

16.1. videoDoc make all reasonable efforts to ensure that all general descriptions of the Products and Services correspond to the actual Products and Services that will be provided to you, however please note that the exact nature may vary depending upon your individual requirements and circumstances.

16.2. Please note that sub-Clause 16.1 does not exclude responsibility for mistakes due to negligence on Our part and refers only to variations of the described Products and Services, not to different Products and Services altogether.

16.3. videoDoc neither represents nor warrant that all Products and Services will be always available and cannot necessarily confirm availability until your Order is completed. Availability indications are not provided on Our Apps and Websites.

16.4. videoDoc makes all reasonable efforts to ensure that all prices shown on Our Apps and Websites are correct at the time of going online. videoDoc reserves the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing

information is reviewed and updated daily. Changes in price will not affect any Order that you have already placed (please note sub-Clause 16.5.3 regarding VAT), however.

16.5. videoDoc checks all prices when videoDoc process your Order. In the unlikely event that videoDoc has shown incorrect pricing information, please note the following:

16.5.1. videoDoc will contact you in writing or by telephone to inform you of the mistake and to ask you how you wish to proceed. videoDoc will give you the option to purchase the Products and Services at the correct

price or to cancel your Order (or the affected part thereof). videoDoc will not proceed with processing your Order until you respond. If videoDoc do not receive a response from you within 7 days, videoDoc will treat your Order as cancelled and notify you of the same in writing;

16.5.2. If the price of Products and Services you have ordered changes between your Order being placed and videoDoc processing that Order and taking payment, you will be charged the price shown on Our Apps and Websites at the time of placing your Order; and

16.5.3. All prices on Our Apps and Websites include VAT where applicable. If the VAT rate changes between your order being placed and videoDoc taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

16.6. Subscriptions in our Apps and Websites are calculated annually or monthly and payable in advance.

16.7. You acknowledge that subscriptions will automatically renew upon the end of the agreed term, unless you provide an email or written request to cancel the subscription prior to the end of the relevant subscription period.

17. Orders – How Contracts Are Formed

17.1. Our Apps and Websites will guide you through the ordering process. Before submitting your Order to videoDoc, you will be either requested to confirm your it by accepting Our Terms and Conditions (and possibly Privacy Policy and Medical Consent) or given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.

17.2. No part of Our Apps and Websites constitutes a contractual offer capable of acceptance. Your videoDoc Order constitutes a contractual offer that videoDoc may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that videoDoc has accepted it. Our acceptance is indicated by either your entry into a videoDoc Waiting Room for a consultation with a Healthcare Provider where you will also be asked to confirm your personal details or by videoDoc sending you an Order Confirmation by telephone or email. A telephone order confirmation is a legally binding contract. In the case of an email; only when videoDoc has sent you an Order Confirmation will there be a legally binding contract between videoDoc and you (“the Contract”).

17.3. Order Confirmations shall contain the following information:

17.3.1. Confirmation of the Products and Services ordered including full details of the main characteristics of those Products and Services;

17.3.2. Fully itemised pricing for the Products and Services ordered including, where appropriate, taxes and other additional charges;

17.4. If you change your mind, you may cancel your Order or the Contract before or after videoDoc begin providing the Products and Services subject to these Terms and Conditions. For details of your cancellation rights, please refer to Clauses below.

17.5. videoDoc may cancel your Order at any time before videoDoc begin providing the Products and Services in the following circumstances;

17.6. The required personnel and/or required materials necessary for the provision of the Products and Services are not available; or

17.7. An event outside of Our control (please refer to Clauses below for events outside of Our control).

17.8. If videoDoc cancel your Order and videoDoc has taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days. If videoDoc cancel your Order, you will be informed by email or text as appropriate.

18. Provision of the Products and Services

18.1. videoDoc will begin providing the Products and Services on the date agreed when you make your Order (which videoDoc shall confirm in the Order Confirmation). Please note that if you request that the Products and Services begin within the statutory 14 (fourteen) calendar day cancellation (or “cooling off”) period, your right to cancel may be limited or lost. Please refer to Clause 19, for your statutory cancellation rights. videoDoc will use all reasonable endeavours to provide the Products and Services with reasonable skill and care, commensurate with best practice.

18.2. videoDoc will make every reasonable effort to provide the Products and Services in a timely manner. videoDoc cannot be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 24, for events, outside of Our control.

18.3. If videoDoc requires any information or action from you to provide the Products and Services, videoDoc will inform you of this as soon as is reasonably possible. Depending upon the nature of the Products and Services you have ordered, videoDoc may require prior information or action such as confirmation of the details or your Preferred Pharmacy, Primary GP and Personal Health Information.

18.4. If the information you provide or the action you take under Clause 18, is delayed, incomplete or otherwise incorrect, videoDoc will not be responsible for any delay caused.

18.5. In certain circumstances, for example where there is a delay in you providing videoDoc information or taking-action required under Clause 18, videoDoc may suspend the Products and Services (and will inform you of that suspension by email).

18.6. In certain circumstances, for example where videoDoc encounter a technical problem, videoDoc may need to suspend or otherwise interrupt the Products and Services to resolve the issue. Unless the issue is an emergency that requires immediate action videoDoc will inform you in advance by email before suspending or interrupting the Products and Services.

18.7. If the Products and Services are suspended or interrupted under Clauses 18, you will not be required to pay for them during the period of suspension if you access those Products and Services. You must, however, pay any sums that may already be due by the appropriate due date(s).

18.8. If you do not pay videoDoc for the Products and Services as required by Clause 17, videoDoc may suspend the Products and Services until you have paid all outstanding sums due. If this happens, we will inform you by email.

19. Your videoDoc Legal Right to Cancel (Cooling Off Period)

19.1. If you are a consumer in the European Union, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and videoDoc have sent you an Order Confirmation, i.e. when the Contract between you and videoDoc is formed. The period ends at the end of 14 calendar days’ after that date.

19.2. If you wish to exercise your right to cancel under this Clause 19, you must inform videoDoc of your decision within the cooling off period. You may do so in any way you wish by contacting us at:

Address: videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48.

Telephone number: 01 9073400

Email: info@videodoc.online

19.3. videoDoc may ask you why you have chosen to cancel and may use any answers you provide to improve Our Services in the future, however please note that you are under no obligation to provide any detail if you do not wish to.

19.4. As specified in sub-Clause 19.1, if the Products and Services are to begin within the cooling off period. you are required to make an express request to that effect. By requesting that the Products and Services begin within the 14 (fourteen) calendar day cooling off period you acknowledge and agree to the following:

19.5. If the Products and Services are fully performed within the 14 (fourteen) calendar day cooling off period, you will lose your right to cancel after the Products and Services are complete.

19.6. If you cancel after provision of the Products and Services has begun but is not yet complete you will still be required to pay for the Products and Services provided up until the point at which you inform videoDoc that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Products and Services and the actual Products and Services already provided including any initial administration costs. Any sums that have already been paid for the Products and Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued no later than 14 calendar days' after you inform videoDoc that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Products and Services.

19.7. The initial administration cost of an Account as at the date of these Terms and Conditions is €20.00

20. Cancellation After the Legal Cancellation Period

20.1. Cancellation of Contracts after the 14 (fourteen) calendar day cooling off period has elapsed shall be subject to the specific terms governing those Products and Services and may be subject to a minimum contract duration. Details of the relevant duration, cancellation provisions and minimum notice periods will be confirmed for the Products and Services in Our Order Confirmation.

20.2. If you wish to cancel under this Clause 18, you must inform videoDoc of your decision to do so. You may do so in any way you wish by emailing us or telephoning us at videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48. Telephone number: 01 9073400. Email: info@videodoc.ie

20.3. videoDoc may ask you why you have chosen to cancel and may use any answers you provide to improve Our Services in the future, however please note that you are under no obligation to provide any detail if you do not wish to.

20.4. You may be entitled to cancel immediately by giving videoDoc written notice in the following circumstances:

20.5. videoDoc breach the Contract in a material way and fail to remedy the breach within 30 calendar days of you asking videoDoc to do so in writing;

20.6. videoDoc go into liquidation or have a receiver or administrator appointed over Our assets;

20.7. videoDoc change these Terms and Conditions to your material disadvantage; or

20.8. videoDoc are adversely affected by an event outside of Our control that continues for more than 30 calendar days.

20.9. Eligibility for refunds may vary per the Products and Services ordered. You will be required to pay for Products and Services supplied up until the point at which you inform videoDoc that you wish to cancel (please note that this may include charges in full for any work and services that videoDoc have undertaken or already provided where videoDoc have reasonably incurred costs. Such sums will be deducted from any refund due to you or, if no refund is due, videoDoc will invoice you for the relevant sums. Details of the relevant terms will be provided at the time of cancellation. If you are cancelling due to Our failure to comply with these Terms and Conditions or the Contract, you will not be required to make any payment to videoDoc (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).

20.10. Refunds under Clause 20 will be issued to you no later than 14 (fourteen) calendar days' after the date on which you inform videoDoc that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Products and Services unless you specifically request that videoDoc make a refund using a different method.

21. Our Rights to Cancel

21.1. For cancellations before we begin providing the Products and Services, please refer to Clause 17.

21.2. videoDoc may cancel the Products and Services after videoDoc have begun providing them due to an Event outside of Our control that continues for more than 30 (thirty) calendar days', or due to the non-availability of required personnel and/or required materials necessary for the provision of the Products and Services. In such cases, you will only be required to pay for Products and Services that videoDoc have already provided up until the point at which videoDoc inform you that videoDoc are cancelling the contract. Such sums will be deducted from any refund due to you or, if no refund is due, videoDoc will invoice you for the relevant sums or no payment will be due from you and if you have already made any payment to us, such sums will be refunded to you.

21.3. Once videoDoc have begun providing the Products and Services, videoDoc may cancel the Contract at any time and will give you at least 30 calendar days' written notice of such cancellation. You will only be required to pay for Products and Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, videoDoc will invoice you for the relevant sums.

21.4. Refunds due under this Clause 21 will be issued to you no later than 14 (fourteen) calendar days' after the day on which videoDoc inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Products and Services unless you specifically request that videoDoc make a refund using a different method.

21.5. videoDoc may cancel immediately by giving you written notice in the following circumstances:

21.6. You fail to make a payment by the due date as set out in Clause 17. This does not affect Our right to charge you interest on any; or

21.7. You breach the contract in a material way and fail to remedy the breach within 14 calendar days' of videoDoc asking you to do so in writing.

22. Problems with the Products and Services

22.1. videoDoc always uses reasonable endeavour to ensure that Our Products and Services are trouble-free. If, however, there is a problem with the Products and Services please contact videoDoc as soon as is reasonable possible via Our contact details.

22.2. videoDoc will use reasonable endeavour to remedy problems with the Products and Services as quickly as is reasonably possible and practical. In emergency situations, such as those where vulnerable people may be affected, videoDoc will use reasonable endeavour to remedy problems within 24 hours.

22.3. videoDoc will not charge you for remedying problems under this Clause 22 where the problems have been caused by videoDoc, or any of Our agents or sub-contractors, or where nobody is at fault. If videoDoc determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, videoDoc may charge you for the remedial work.

22.4. As a consumer you have certain legal rights with respect to the purchase of products and services. videoDoc are, for example, required to provide the Products and Services with reasonable care and skill. You also have remedies if videoDoc use materials or other products that are not as described, not of satisfactory quality, or not fit for purpose. More information on your rights as a consumer can be obtained from your local Citizens' Information Centre. Nothing in these Terms and Conditions will affect these statutory rights.

23. Our Liability

23.1. videoDoc will be responsible for any foreseeable loss or damage that you may suffer because of Our breach of these Terms and Conditions or because of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it contemplated by you and videoDoc when the Contract is created. videoDoc will not be responsible for any loss or damage that is not foreseeable.

23.2. videoDoc provide Products and Services for domestic and private use or purposes. videoDoc make no warranty or representation that the Products and Services are fit for commercial, business or industrial purposes of any kind including resale. videoDoc will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

23.3. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

23.4. Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability as implied under the appropriate sections of the Supply of Goods and Services Act 1980 with respect to your rights as a consumer for:

23.5. Breach of your right to title and quiet possession;

23.6. Breach of terms relating to description, satisfactory quality and fitness for purpose; and

23.7. Our liability relating to defective products as set out in the Consumer Protection Act 2007.

24. Events Outside of Our Control (Force Majeure)

24.1. videoDoc will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any event that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

24.2. If any event described under this Clause 24, occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

24.2.1. videoDoc will inform you as soon as is reasonably possible;

24.2.2. Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that videoDoc are bound by will be extended accordingly;

24.2.3. videoDoc will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Products and Services as necessary;

24.2.4. If the event outside of Our control continues for more than 30 calendar days' videoDoc may cancel the Contract and inform you of the cancellation. Any refunds due to you because of that cancellation will be paid to you as soon as is reasonably possible and, in any event, no later than 14 calendar days' after the date on which videoDoc inform you of the cancellation; and

24.2.5. If an event outside of Our control occurs and continues for more than 30 calendar days' and you wish to cancel the Contract thus, you may do so. Any refunds due to you because of cancellation will be paid to you as soon as is reasonably possible and, in any event, no later than 14 calendar days' after the date on which you inform videoDoc that you wish to cancel.

GENERAL PROVISIONS

25. Privacy and Cookies

25.1. Use of Our Apps and Websites is also governed by Our Privacy Policies, and Our Cookies Policy. These policies are incorporated into these Terms and Conditions by this reference.

26. Other Important Terms

26.1. Cross-Border Data Transfers. We may process your data outside the European Union. Where we do we rely on legally-provided mechanisms to lawfully transfer data across borders and to process your data.

26.2. We do not store any credit or debit card information on Our servers. Payments are processed via a third-party payment provider that is fully compliant with Level 1 Payment Card Industry (PCI) data security standards. Any payment transactions are encrypted using SSL technology.

26.3. videoDoc Healthcare Limited may transfer or assign Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell Our business). If this occurs, videoDoc will inform you in writing. Your videoDoc rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

26.4. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

26.5. The Contract is between you and videoDoc Healthcare Limited. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and

Conditions.

26.6. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The rest of these Terms and Conditions shall be valid and enforceable.

26.7. No failure or delay by videoDoc in exercising any of Our rights under these Terms and Conditions means that videoDoc have waived that right, and no waiver by videoDoc of a breach of any provision of these Terms and Conditions means that videoDoc will waive any subsequent breach of the same or any other provision.

27. Communications from videoDoc

27.1. If videoDoc has your contact details, videoDoc may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes and changes to these Policies.

27.2. videoDoc will never send you marketing emails of any kind without your consent. If you do give such consent, you may opt out at any time. All marketing emails sent videoDoc include an unsubscribe link. If you opt out of receiving emails from videoDoc at any time, it may take up to 7 business days for your new preferences to take effect.

27.3. For questions or complaints about communications from videoDoc (including, but not limited to marketing emails), please contact videoDoc by email: info@videodoc.ie

28. Communication and Contact Details

28.1. If you wish to contact videoDoc with general questions or complaints, you may contact videoDoc, videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48. Contact

number: 01 9073400. Email: info@videodoc.online

29. Law and Jurisdiction

29.1. These Terms and Conditions, and the relationship between you and videoDoc (whether contractual or otherwise) and videoDoc Healthcare Limited shall be governed by and construed in accordance with Irish Law in the Republic of Ireland.

30. Changes

30.1. videoDoc will attempt to keep the information and the resources contained on or accessible through its Apps and Websites timely and accurate, but makes no guarantees, and disclaims any implied warranty or representation, about its accuracy, relevance, timeliness, completeness, or appropriateness for a purpose.

30.2. videoDoc may change or modify the information, services and any other resources contained on or accessible through its Apps and Websites, or discontinue its Apps and Websites altogether, at any time without notice.

30.3. videoDoc reserves the right to change this Policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the App and Website and you will be notified on the website that the policy has been altered. You will be required to confirm that you accept the changes to the Policy prior to using certain services.

30.4. In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

31. Marketing Material and Your Rights to Opt-Out

31.1. If you no longer wish to receive informational or promotional material from us by alerts, texts and similar messages, email and post please contact us at videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Contact number: 01 9073400. Email: info@videodoc.online

32. Contact

32.1. We want to improve Our products and services through your feedback. If you have any enquiries, questions, comments or even complaints please feel free to contact us or our Data Protection Officer at videoDoc, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Contact number: 01 9073400.

Email: info@videodoc.online

33. Complaints and Feedback

33.1. videoDoc always welcome feedback from Our Users and, whilst videoDoc always use all reasonable endeavour to ensure that your experience is a positive one. videoDoc nevertheless want to hear from you if you have any cause for complaint.

33.2. All complaints are handled in accordance with Our complaints handling policy and procedure, available from us on request.

33.3. If you wish to complain about any aspect of your dealings with videoDoc, please contact the CEO by; mail at videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, or by telephone: 019073400 or by email: info@videodoc.online

34. Complaints about Data Protection and Privacy

34.1. You can lodge a complaint with the Data Protection Commissioner at any stage if you are of the view that any of your rights have been breached. The contact details can be accessed at <https://www.dataprotection.ie/docs/Contact-us/b/11.htm>
(<https://www.dataprotection.ie/docs/Contactus/b/11.htm>)

35. Version Date

35.1. These Terms and Conditions, and the relationship between you videoDoc are dated 21st January 2022 and should be construed in conjunction with videoDoc's Privacy Policy and Medical Consent dated 21st January 2022.

© videoDoc Healthcare Limited, 21st January 2020

videoDoc Cookie Policy

As described in our Privacy Policy, we use cookies and other technologies to ensure everyone who uses videoDoc has the best possible experience. Cookies also help us keep your account safe. By continuing to visit or use our services, you are agreeing to the use of cookies and similar technologies for the purposes we describe in this policy.

What is a cookie?

A cookie is a small file placed onto your device that enables videoDoc features and functionality. For example, cookies enable us to identify your device, secure your access to videoDoc and our sites generally, and even help us know if someone attempts to access your account from a different device. Cookies also enable you to easily share content on videoDoc and help us serve relevant ads to you.

When does videoDoc place cookies?

We use cookies on our Apps and Websites (such as www.videodoc.ie) and mobile applications. Any browser visiting these sites will receive cookies from us. We also place cookies in your browser when you visit non videoDoc sites that host our plugins or tags.

What types of cookies does videoDoc use?

We use two types: persistent cookies and session cookies. A persistent cookie helps us recognise you as an existing user, so it's easier to return to videoDoc or interact with our services without signing in again. After you sign in, a persistent cookie stays in your browser and will be read by videoDoc when you return to our websites. Session

cookies only last for as long as the session (usually the current visit to a website or a browser session).

What are cookies used for?

Cookies can be used to recognise you when you visit videoDoc, remember your preferences, and give you a personalised experience that's in line with your settings. Cookies also make your interactions with videoDoc faster and more secure. Additionally, cookies allow us to bring you advertising and bring customised features to you through videoDoc plugins.

Categories of Cookie and Description

Authentication: If you're signed in to videoDoc, cookies help us show you the right information and personalise your experience.

Security: We use cookies to enable and support our security features, and to help us detect malicious activity and any breaches of our Terms and Conditions (which incorporates our End User Licence Agreement and Terms ofService) and our Privacy Policy and Medical Consent.

Features and services: Cookies can tell us which language you prefer and what your communications preferences are. They can help you fill out forms on videoDoc more easily. They also provide you with features, insights, and customised content in conjunction with our plugins.

Advertising: We may use cookies to show you relevant advertising both on and off the videoDoc site. We may also use a cookie to learn whether someone who saw an ad later

visited and took an action e.g. made a purchase). Similarly, our partners may use a cookie to determine whether we've shown an ad and how it performed or provide us with information about how you interact with ads. We may also work with a partner to show you an ad on or off videoDoc, such as after you've visited a partner's site or application.

Performance, Analytics and Research: Cookies help us learn how well our site and plugins perform in different locations. We also use cookies to understand, improve, and research products, features, and services, including when you access videoDoc from other websites, applications, or devices such as your work computer or your mobile device.

What is Do Not Track (DNT)?

DNT is a concept that has been promoted by regulatory agencies such as the U.S. Federal Trade Commission (FTC), for the Internet industry to develop and implement a mechanism for allowing Internet users to control the tracking of their online activities across websites by using browser settings. The World Wide Web Consortium (W3C) has been working with industry groups, Internet browsers, technology companies, and regulators to develop a DNT technology standard. While some progress has been made, it has been slow. No standard has been adopted to this date. As such, videoDoc does not generally respond to "do not track" signals.

What third-party cookies does videoDoc use?

Our cookie table lists some of the third-party cookies on our sites. Please note that the names of cookies, pixels and other technologies may change over time. Please also note that companies and other organisations that sponsor pages on videoDoc may use cookies, pixels or other technologies on their videoDoc pages to learn about your interest in them.

Controlling cookies

Most browsers allow you to control cookies through their settings preferences. However, if you limit the ability of websites to set cookies, you may worsen your overall user experience, since it will no longer be personalised to you. It may also stop you from saving customised settings like login information.

What to do if you don't want cookies to be set or want them to be removed?

If you are a visitor, you can opt-out of our advertising cookies [here](#). If you do not want to receive cookies, you can also change your browser settings on your computer or other device you're using to access our services. If you use videoDoc without changing your browser settings, we'll assume that you're happy to receive all cookies on the videoDoc website. Most browsers also provide functionality that lets you review and erase cookies, including videoDoc cookies. Please note that the videoDoc site may not work properly without cookies.

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit wikipedia.org, www.allaboutcookies.org, or www.aboutcookies.org.

Other helpful resources

To learn more about advertisers' use of cookies the following links may be helpful:

European Interactive Digital Advertising Alliance (EU)

Internet Advertising Bureau (US)

Internet Advertising Bureau (EU)

Browser manufacturers provide help pages relating to cookie management in their products. Please see below for

more information.

Google Chrome

Mozilla Firefox

We want to improve Our products and services through your feedback. If you have any enquiries, questions,

comments or even complaints please feel free to contact us at videoDoc Healthcare Limited, 51 Bracken Road, Sandyford, Dublin 18, D18 CV48, Contact number: 01 9073400. Email: info@videodoc.online

© videoDoc Healthcare Limited, 21st January 2022

FAIR USE POLICY

You are entitled to see a doctor as many times as you need as part of our subscription service. We are here to help, but we also reserve the right to deny access to services on a temporary basis, in the event of and in our reasonable opinion, that you have made excessive use of the Services.

Inconsiderate or unfair use of this service may mean that another patient who wants to access the GP service or other healthcare professionals is unable to do so due to limited availability.

Excessive use:

Excessive use is determined on a case-by-case basis as determined by videodoc , and may include, but not limited to:

- 5 or more appointments in a calendar month;
- cancelling an unreasonable number of appointments, within 12 hours of the scheduled appointment time.
- failure to attend an unreasonable number of appointments without prior notice; or
- booking repeat appointments which are not clinically appropriate.

You agree:

- to represent yourself honestly and in good faith and not make false claims;
- to have appropriate and up to date anti-virus and anti-spyware software running on your device;
- that you are responsible for configuring your information technology, computer programmes and hardware in order to access the Platform.
- that if you link to our website or Platform, you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- to attend your appointments in a quiet, secure location so that you and your Medical Practitioner can consult with minimal distractions;
- should be appropriately dressed for video consultations; and

You are not permitted to (or permit anyone else to):

- use the Platform or Services in any way or for any purpose that is fraudulent, unlawful or inappropriate;
- use the Platform or the Services to cause or attempt to cause harm to others in any way. For example, but not limited to, Children, Young People or vulnerable adults;
- use the Platform or Services under a false identity or identity of a different patient;
- allow another person to access or use your account, username or password, unless: they are an authorised Child or Young Person on your account receiving care in confidence or they have an appropriate legal document to help you make decisions or to make decisions on your behalf. For example, a lasting power of attorney.

We agree:

- We will treat all patients equally with dignity and respect, without exclusion.
- We aim to provide a personal, friendly and confidential service to our patients.
- We aim to respond to the majority of enquires during the same day.

- We aim to keep patients informed of our services, their rights and any other information which directly affects health treatment.
- We will offer access to our services in line with the terms of service
- We will monitor and improve our systems to ensure we operate as efficiently as possible within the resources available to us.
- We operate a practice complaints procedure which may be used in confidence
- We welcome and consider all feedback from our patients

Breach of this acceptable and fair use policy

When we consider that a breach of this Policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Policy constitutes a material breach of our Terms upon which you are permitted to use our Platform and Services, and may result in our taking all or any of the following actions (at our sole discretion):

- Issue of a warning to you;
- Suspension or termination of your contract for the Services.
- Deletion of any information provided by you that we deem in our sole discretion to be fraudulent, abusive, defamatory, obscene or in violation of any third-party intellectual property right;
- 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.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- Further legal action against you.

We exclude our liability for all action we may take in response to breaches of this Acceptable and Fair Use Policy.