

## ETool PATIENT TERMS OF USE

### 1. Introduction

1.1 These terms and conditions apply to your use of Escripts's PharmaDoctor ETool (the "tool"). The tool is designed to allow you to receive advice about which vaccinations and anti-malarial medicines are suitable for your circumstances allowing you to obtain appropriate vaccinations and anti-malarial medicines from your preferred pharmacy. If deemed appropriate by the ETool the trained healthcare professional operating the ETool will be able to supply medicines and/or vaccines to you.

1.2 All use of the tool is subject to these terms and conditions.

1.3 Use of the tool is only intended for individuals aged 18 or over who are resident in the United Kingdom. However, a parent or guardian may use the tool on behalf of a dependant in order to obtain advice and possible treatment.

1.4 The tool is owned and operated by Escripts Marketing Ltd registered in England and Wales under number 06925143 and having its registered office at Hampshire House, 204 Holly Road, Aldershot, GU12 4SE ("Escripts" "we" "us" "our")

1.5 Escripts is registered with the CQC as a Mobile Doctor's Service.

### 2. Vaccination and anti-malarial Service

2.1 The tool is an online software application that will, in most cases, be able to advise you of appropriate vaccinations and anti-malarial medicines for your circumstances. In some cases, the recommendations made by the tool may not be conclusive and we would advise you to seek further guidance from your own GP or NHS Direct.

2.2 You are responsible for entering honest and accurate information into the tool. Escripts has no responsibility to you if you fail to enter honest and accurate information and this results in you being supplied vaccinations and anti-malarial medicines that are inappropriate for your circumstances.

2.3 If the information you enter into the tool results in one or more vaccinations and anti-malarial medicines being suitable for your circumstances, you will be offered the opportunity to obtain the relevant medicine/vaccination from your preferred pharmacy as described in these terms and conditions.

2.4 If the information you enter into the tool results in no medicine/vaccination being suitable for your circumstances, we will be unable to provide you with any medicine/vaccination. No charge is made for use of the tool.

#### 2.5 Patient Group Directions

2.5.1 All vaccinations and anti-malarial medicines are only available via the tool from trained healthcare professionals who are in receipt of a set of patient group directions (PGDs). PGDs are a set of clear instructions which allow trained healthcare professionals to supply and administer specified medicines to pre-defined groups of patients, without a prescription.

2.5.2 If you consent to the medicine/vaccination recommended by the tool, the trained healthcare professional will supply you with the medicine/vaccination.

2.5.3 Individuals may only compete consultations to obtain medicine/vaccinations for their personal use or on behalf of a dependant for whom they are the parent or registered guardian.

2.6 You acknowledge and agree that:

2.6.1 you have consented to the consultation services provided by the tool;

2.6.2 the consultation is provided purely to determine the most appropriate vaccinations and anti-malarial medicine for your circumstances. Your circumstances shall include age, general health, relevant parts of your medical history, whether you are pregnant or a nursing mother, the location and duration of your itinerary and other relevant factors determined by Escripts and its clinical team;

2.6.3 no medicine/vaccination is guaranteed to be 100% effective and notwithstanding your taking vaccinations and anti-malarial medicines recommended by the tool, you may nevertheless contract disease. Full details of the efficacy of the treatment you select are available in the patient information leaflet that accompanies your medication (the "Patient Information Leaflet");

2.6.4 if you experience any side-effect from a vaccination and/or anti-malarial medicine recommended by the tool, you will contact a health professional for consultation, monitoring and, if necessary, treatment. Please note that some medicines have minor side-effects and these are highlighted in the Patient Information Leaflet and may be entirely normal. However if you have any concerns you must contact a health professional.

2.6.5 you have provided complete, timely and truthful information with no omissions that could reasonably be judged to be required in determining the appropriate medicine for your circumstances; and

### **3. Escripts's Responsibility to you**

3.1 Subject to clause 3.3 below, if Escripts fails to comply with these terms and conditions, or is otherwise negligent, it shall only be liable to you for the total of any consultation fees you have paid the pharmacy for the Vaccinations and tool. Escripts will not be liable for the price of any vaccinations and medicines you have purchased as a result of using the tool.

3.2 Subject to clause 3.3 below, Escripts will not be liable for loss of income or revenue, loss of business, loss of profits, loss of anticipated savings or loss of data that results from its failure to comply with these terms and conditions even if such losses result from Escripts's deliberate breach.

3.3 Nothing in this agreement excludes or limits Escripts's liability for:

3.3.1 death or personal injury caused by Escripts's negligence;

3.3.2 fraud or fraudulent misrepresentation;

3.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; or

3.3.4 defective medicines under the Consumer Protection Act 1987.

## **4. Use of the Tool**

### 4.1 Introduction

4.1.1 By accessing any part of the tool, you shall be deemed to have accepted these terms and conditions in full. If you do not accept the terms and conditions in full, you must stop using the tool immediately.

### 4.2 Access

4.2.1 Escripts shall not be liable if for any reason the tool is unavailable at any time or for any period. Access to the tool may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reason beyond Escripts's control.

### 4.3 Intellectual Property

4.3.1 All intellectual property on the tool, including without limit, the text, graphics, trade marks and copyright works is owned by Escripts. Escripts is the exclusive owner of all rights in the compilation, design and layout of the tool.

4.3.2 All copyright and other intellectual property rights owned by Escripts may not be reproduced by any means and in any format or media whatsoever without the express prior written consent of Escripts.

4.4 Other than personally identifiable information, which is covered under our Privacy Policy, any material you submit to the ETool shall be considered non-confidential and non-proprietary. Escripts shall have no obligations with respect of such material. Escripts and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

## **5. General**

5.1 Escripts reserves the right, where necessary, to make changes to the tool and to change these terms and conditions at any time.

5.2 You will be subject to the terms and conditions in force at the time you request provision of services from the tool, unless any change to those Conditions is required to be made by law or governmental authority.

5.3 All notices given by you to Escripts must be sent to Escripts Marketing Ltd, 69 Old Street, London EC1V 9HX. Escripts may give notice to you at either the email or postal address you provide to us when registering an account using the tool.

5.4 Escripts will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations to you pursuant to these terms and conditions that is caused by events outside our reasonable control.

5.5 If Escripts fails at any time, to insist upon strict performance of any of your obligations under any of these terms and conditions, or if Escripts fails to exercise any of the rights or remedies to which it is entitled pursuant to the terms and conditions, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

5.6 If any or all of the terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

5.7 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the provision of recommendations and any subsequent purchase of medicines from your preferred pharmacy.

5.8 We each acknowledge that in respect of any contract for goods and services between us, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

5.9 Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.

5.10 Nothing in clauses 5.7 to 5.9 above inclusive limits or excludes any liability for fraud.

5.11 Provision of Information or medicines through the tool and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England.

## **6. Privacy Policy**

6.1 Escripts will treat your data with all due care and in compliance with the Data Protection Act 1998 and General Data Protection Regulation (GDPR) (EU) 2016/679. Please see our privacy policy for full details.