

## TERMS AND CONDITIONS

### IMPORTANT EXCLUSIONS

WE RELY ON THE CUSTOMERS ACCURATE AND DETAILED DESCRIPTION OF ANY HEALTH INFORMATION AND THE CUSTOMER SHOULD NOT IN ANY CIRCUMSTANCES ACCESS THIS SERVICE IN AN EMERGENCY OR PRE-EXISTING CONDITION.

THIS COVID TEST IS A SCREENING TEST FOR ASYMPTOMATIC INDIVIDUALS. IN THE EVENT OF SYMPTOMS AND/OR CLINICAL SUSPICION OF AN INFECTION WITH THE CORONAVIRUS COVID-19 YOU NEED A DIAGNOSTIC TEST INSTEAD, PLEASE CONTACT YOUR FAMILY DOCTOR OR ANOTHER LOCAL MEDICAL FACILITY.

BY PURCHASING A COVID PCR OR ANTIGEN TEST CERTIFICATE, ALL CUSTOMERS PROVIDE CONSENT TO SHARE INFORMATION WITH AND AGREED TO FOLLOW GUIDANCE PROVIDED BY DOCHQ TRAINED HEALTHCARE PROFESSIONALS OR THIRD-PARTY PROVIDERS.

ANY CUSTOMER USING DOCHQ PERSONAL TRAINER WILL BE RESPONSIBLE OF THEIR PERSONAL HEALTH AND CARE AGAINST INJURIES. YOU AGREE THAT DOCHQ IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, INJURY, OR OTHER MATTERS OF ANY SORT AS THE RESULT OF USING DOCHQ PERSONAL TRAINER OR COACH OR PHYSIO OR ANY PART OF OUR EXERCISE PLATFORM.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS COVER ALL USE OF OUR SERVICES AS SET OUT IN OUR WEBSITE AND WE RESERVE THE RIGHT TO AMEND, MODIFY AND/OR CHANGE THE SAME FROM TIME TO TIME. FOR THE AVOIDANCE OF DOUBT, THE TERMS APPLICABLE TO THE CUSTOMER SHALL (SAVE AND EXCEPT ANY CHANGES IMPOSED BY LAW) BE THOSE TERMS AS VALID AT THE TIME OF ANY RELEVANT TRANSACTION.

## Terms and Conditions for the Supply of Services between DocHQ and the Customer

### 1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

"Conditions" - these terms and conditions are amended from time to time by DocHQ.

**"Contract"** - the contract between the Customer and DocHQ for the supply of a product and services

**"Customer"** - any UK resident over the age of 16 years of age or legal guardian of a UK resident under the age of 16 who seeks our products and services.

**"Healthcare Professional"** - registered nurse, GP or other relevant qualified healthcare professional who is adequately trained and **is** knowledgeable in providing services to DocHQ customer.

**"Intellectual Property Rights"** - all customers, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"DocHQ"** – DocHQ Limited, dochq.co.uk, DocHQ app, any website hosted and or owned by HEALTHHQ GROUP LTD (company number 11186392).

**"Appointment Booking"** - an online booking made on DocHQ website for online consultation with a Healthcare Professional.

**"Online consultation"** - an appointment via a link with a DocHQ Healthcare professional or DocHQ approved partner, providing identification, guidance, instruction, consultation or test reporting of the customer's self-swab test, to allow certificate generation.

**"Website"** - shall mean the websites dochq.co.uk, DocHQ App, and any iFrames or APIs developed in relation to health advice created by or on behalf of DocHQ.

**"CQC Approved Clinics"** - means all third-party partner clinics. Our partner medical clinics are registered with and comply to the standards required by the Care Quality Commission.  
<https://www.cqc.org.uk/>

## 1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 a reference to writing includes faxes, texts and e-mails.

## 2. Basis of Contract between DocHQ and the Customer

2.1 The Contract constitutes the entire agreement between DocHQ and the Customer and any variation to these conditions shall have no effect unless expressly agreed in writing by DocHQ.

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 The Customer accepting these terms and conditions consents to DocHQ using the Customer's personal/sensitive data in accordance with DocHQ's privacy policy.

### 3. Supply of services

Please refer to relevant service in the Service Appendix

1 Antigen Testing

2 PCR Testing

3 DocHQ Personal Trainer

### 4. Charges and Refunds

#### 4.1 Antigen Testing

4.1.1 Antigen Certificate fee is paid upfront and includes the booking of an online consultation with a Healthcare Professional. The fee is stated on the DocHQ website.

4.1.2 Your Covid purchase is non-returnable and non-refundable under any circumstances once dispatched due to the medical nature of the product. This doesn't apply in case you are supplying your own kit for Bring your own kit product. You can get refund up to 24 hours before your appointment minus £5 handling fees per order.

4.1.3 All UK inbound products, defined as all tests that has to be taken after landing into the UK, are not cancellable and not refundable under any circumstances, as per government guidelines.

4.1.4 All cancellations before dispatch will incur a £5 transaction fee per each transaction. This amount will be deducted from the refund amount.

4.1.5 No refund will be given after a kit has been dispatched. Kits can be kept for future use within 6 months from date of purchase.

4.1.6 The appointment can be cancelled or modified up to 24 hours before the appointment start time, after which the appointment cannot be changed. The appointment can be changed only once.

4.1.6 Failure to attend your online consultation will result in your certificate not being issued and there will be an additional charge of £15 to rebook a further appointment.

4.1.7 DocHQ has no control of Royal Mail delivery and is unable to take responsibility for any delay in delivery caused by Royal Mail.

## 4.2 PCR Testing

4.2.1 PCR Certificate fee is paid upfront and includes the booking of an online consultation with a Healthcare Professional. The fee is stated on the DocHQ website.

4.2.2 Your PCR Covid purchase is non-returnable and non-refundable under any circumstances once dispatched due to the medical nature of the product.

4.2.3 All cancellations before dispatch will incur a £5 transaction fee per each transaction. This amount will be deducted from the refund amount.

4.2.4 No refund will be given after a kit has been dispatched. Kits can be kept for future use within 6 months from date of purchase.

4.2.5 The appointment can be cancelled or modified up to 24 hours before the appointment start time, after which the appointment cannot be changed. The appointment can be changed only once.

4.2.6 Failure to attend your online consultation will result in your certificate not being issued and there will be an additional charge of £15 to rebook a further appointment.

4.2.7 DocHQ has no control of Royal Mail delivery and is unable to take responsibility for any delay in delivery caused by Royal Mail.

## 4.3 DocHQ Personal Trainer

4.3.1 Personal Trainer service is paid upfront and includes the use of the DocHQ personal training application, plans, rewards etc. The fee is stated on the DocHQ website.

4.3.2 You may terminate your Subscription at any time by cancelling your direct debit mandate with your bank using our manage payment management interface. No refunds will be given for unused billing periods; at the end of your billing period your membership will not be renewed after that period expires.

4.3.3 We will terminate this Agreement and your Subscription with immediate effect if you do not pay any applicable Administration or Subscription fee Amount when it falls due.

4.3.4 We may terminate this Agreement and cancel your Subscription with immediate effect on notice to you if you breach any of the DocHQ Personal Trainer Subscription Rules. In this event you will no longer be able to access any of our facilities and we will not give any refund.

4.3.5 We consider the safety of our subscribers and our staff to be paramount. We reserve the right to refuse any application for Subscription or terminate an existing Subscription where we consider that that Subscription may pose a risk to the health and/or safety of other members or staff. If this happens, we will notify you of this and may refund all unused Monthly Subscription Amount. The refund is at our discretion and if we see that our staff has been threatened, we will cancel your subscription without a refund.

## 5. Complaints

5.1 Any complaints about the services should be addressed to: DocHQ, Wessex House, Upper Market Street, Eastleigh, Hampshire, SO50 9FD

5.2 An acknowledgment of the complaint will be provided to the customer within 2 days of receipt (unless a full reply can be sent within 5 working days), however we aim to acknowledge within 24 hours. A full response should normally be made back to the customer within 20 working days of receipt of the complaint. Where an investigation is still in progress, a letter explaining the reason for the delay will be sent to the customer and a full response made within 5 working days of completion of the investigation.

5.3 The DocHQ complaints policy applies to complaints against all personnel (both clinical and non-clinical), including those clinicians with practising privileges, as well as to those against the organisation. In addition, the organisation has a documented practising privileges agreement with independent practitioners which stipulates that handling complaints is a condition of the granting and continuation of privileges. The Medical Advisory Committee (MAC) together with the Clinical Director regularly review clinical complaints and advise accordingly on any clinical practice issues arising.

5.4 Depending on the content of the complaint, an appropriate senior manager will review the complaint and either confirm the findings and actions taken or offer to implement an alternative resolution via DocHQ's Internal Appeal (including upholding the original complaint).

## 6. Intellectual Property Rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Order summary shall be owned by DocHQ.

6.2 The Customer acknowledges that, in respect of any third-party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on DocHQ obtaining a written licence from the relevant licensor on such terms as will entitle DocHQ to license such rights to the Customer.

6.3 The Customer agrees and warrants that it shall only utilise the order summary for its intended purpose.

## 7. Limitation of Liability:

7.1 Nothing in these Conditions shall limit or exclude DocHQ's liability for:

7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possessions).

7.2 Subject to clause 7.1:

7.2.1 DocHQ shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract.

7.2.2 DocHQ's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, a deliberate breach of the Contract by DocHQ, its employees, agents or subcontractors shall not exceed £1,000,000 (one million pounds).

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

## 8. Termination

8.1 Without limiting its other rights or remedies, DocHQ may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of the Contract and misuses the information provided by DocHQ.

## 9. No Partnership

9.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## 10. Third Parties

10.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

## 11. Variation

11.1 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by DocHQ.

## 12. Governing Law and Jurisdiction:

12.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.

## Service Appendix

### 1. ANTIGEN TESTING Supply of services

#### 1.1 DocHQ agrees to provide to the Customer:

1.1.1 Provision of one Antigen self-test kit, if the customer has purchased a product that includes an Antigen test kit. If the customer has purchased an Antigen Consultation only product, no test kit will be provided.

1.1.2 Access to book an online consultation on the Website

1.1.3 Link to join the online consultation at the agreed time with a trained healthcare professional.

1.1.4 A certificate with medical oversight from a GMC registered doctor. A negative or not detected test result will allow you to travel with your certificate.

1.1.5 DocHQ will use its reasonable endeavours to ensure that the information provided in the Appointment Booking and certificate ordering is accurate at the time of its creation. The information used to provide the Appointment Booking and certificate ordering is also reliant upon the accuracy of the data provided by the Customer.

1.1.6 Once the Customer has completed the Appointment Booking information and successfully booked an online consultation with DocHQ or one of its partners, the booking details will be emailed to the customer.

1.1.7 A trained Healthcare Professional will be available online at the agreed time. As part of the online guidance for sampling, your identity will be checked against a valid identification document. DocHQ aims to produce valid and correct results through controlled processes under medical control and in accordance with medical standards. A test certificate can only be issued if the sampling is carried out under the supervision of the healthcare professionals during the online consultation and the specified processes are followed. DocHQ's representatives are instructed not to accept the sample if there is doubt about the identity of the person to be tested, if the instructions for taking the sample are not followed or if there are other doubts about the correctness of the sample. In such a case, any reimbursement of costs and liability on the part of DocHQ or one of its partners for any damage incurred is excluded.

1.1.8 A certificate will be issued following the test result. Only valid, not detected test results will allow you to travel. We will do our best to issue your certificate as quickly as possible.

1.1.9 The test certificate contains information about yourself, including your surname, first name, date of birth, gender, ID (passport, card or driver's licence number), details of the test procedure, test date and time, sensitivity and specificity for antigen tests, responsible test manufacturer and responsible doctor. The certificate is issued in English. This meets the criteria for most occasions

where a negative COVID-19 test is required for travelling, but DocHQ and its partners cannot guarantee that this certificate will be recognised for the desired purpose.

#### 1.1.10 Certificates will be issued for Positive, Negative or Invalid results:

Please follow government rules and guidelines DocHQ will inform the relevant authority of the positive result.

Invalid – If no control line is visible the result should be considered invalid. You will need to take another test

Certificates will not be issued if:

- You fail to join the appointment at the arranged time
- Your kit is opened before the online consultation commences
- You do not give permission for the healthcare professional to share their medical information
- The test is not taken as per the healthcare professional's instruction
- Abusive or inappropriate behaviour/language is directed at the healthcare professional

## 1.2 Customer's Obligations and Understandings

1.2.1 If you are purchasing a test for the purposes of travelling, it is critical that you check both with the destination authority and your airline to ensure you give us the exact requirements applicable to your trip, and we will base our schedule on the requirements you provide us. Due to the daily variations and requirements, we are unable to verify this on your behalf. We will endeavour to share our best knowledge, which should not be construed as advice.

1.2.2 Order your kit in plenty of time. Allow yourself time to receive the kit, book and join your online consultation, take the swab sample and receive your certificate. Due to demand, it is advisable to test at the earliest opportunity within your allowable window.

1.2.3 If you are providing the Antigen test kit yourself, you are responsible for making sure that your Antigen test kit is listed on the DocHQ website as an approved test. If your kit is not listed, our healthcare professional will be unable to continue and unable to issue your certificate. The test will be rejected, and no refunds will be made.

1.2.4 To complete your Antigen swab and receive your certificate, you will need to book and join an online consultation with our Healthcare Professional. They will provide instruction and guidance for yourself swab.

1.2.5 Any information you provide in completing the Appointment Booking form are fully complete and accurate. You will assure that the sample/s originate exclusively from the named person/s and will be obtained in accordance with the written and verbal instructions provided during the online consultation.

1.2.6 By providing an e-mail address, the customer assures that the e-mail address belongs to the customer and that the customer wants the test results (which contain health data) to be sent to this e-mail address and that he or she agrees to the non-secure communication channel.



1.2.7 If you have placed an order for and are a legal guardian of a UK resident under the age of 18yrs who seeks a Covid Antigen Fit to Travel Certificate, you are required to be present during the online consultation, otherwise the Healthcare Professional cannot proceed and will reject the certificate.

1.2.8 You are aware that children under 18 years can only attend the online video appointment with an adult (18+) present from the same Appointment Booking.

1.2.9 You are responsible to ensure that you have a sufficient internet connection and sufficient equipment (laptop or phone) with high quality camera, to effectively attend the video consultation and process test results. We take no responsibility for failure to complete the video consultation due to above factors.

1.2.10 If done correctly the test sampling is harmless, however unpleasant body reactions can occur. These can vary depending upon the individual and the sampling method used. Possible reactions are gagging, coughing, sneezing, watery eyes, slight bleeding from the mucous membranes and dizziness. We recommend informing an adult who is nearby about the upcoming test, so that they can provide help if necessary. Your address will be requested for your online guidance, so that our team can organise help if necessary. If you feel any discomfort during the online consultation, please inform your healthcare professional immediately.

1.2.11 Do not drink, eat, use mouthwash, brush teeth, or chew gum 30 minutes prior to online consultation. The quality of the swab sample depends largely on correct sampling. It is therefore important that you follow instructions provided in writing and given during the online consultation.

1.2.12 Any opened test kits prior to the online consultation will be deemed as unusable, and the healthcare professional will be unable to proceed. Certificates will also be marked as rejected for reasons such as, if you fail to join the appointment at the arranged time, you do not give permission for the healthcare professional to share your medical information, the test kit is contaminated, the test is not taken as per the healthcare professional's instruction, or abusive or inappropriate behaviour/language is directed at the healthcare professional. On these occasions you would need to reorder and retake your test at your own expense.

1.2.13 In case of a positive test result (detected) you must consider yourself infectious and follow the current local government rules regarding self-isolation and diagnostic confirmation. We will inform you of the test result but will be unable to supply you with a Negative (not detected) Covid PCR Certificate.

1.2.14 False negative and false positive test results are possible. This means despite a negative test result, you can be infected with SARS-CoV-2, and conversely, a positive test result does not mean that you actually have an acute infection with SARS-CoV-2. A positive result in the rapid antigen test must be confirmed by a diagnostic PCR test. To do this, please contact your family doctor, a public health service test centre or another medical facility and get advice and testing. Until you receive the result of this confirmatory test, you must consider yourself infectious and follow the local regulations on self-isolation.

1.2.15 As with any other tests, a small percentage of samples can be inconclusive or invalid for reasons including insufficient DNA match, not following instructions strictly, contamination of the sample or insufficient material. In the unlikely event that this happens, you understand and agree that you will need to retake the test and the same charges will apply. We will inform you of the test result but will be unable to supply you with a negative (not detected) Covid Antigen Certificate.

1.2.16 The Healthcare Professional may deem the appointment as rejected, for reasons such as: you do not have sufficient ID, you do not follow instruction and guidance, you are unable to join the appointment link, you are aggressive or abusive, a child has joined the appointment without their

adult in the appointment booking, On these such occasions you would need to reorder and retake your test at your own expense.

1.2.17 Be aware that this online guided Covid-19 self-test is a screening method, not a diagnostic service. It does not replace a consultation with a medical doctor.

1.2.18 By purchasing this certificate, you acknowledge and agree to the terms above and that DocHQ cannot be held liable for any damage to health, losses or delays due to the many factors involved which are outside our control. Your purchase constitutes formal consent for DocHQ to share your details with any relevant third-party suppliers and releases the involved doctors and medical staff from their confidentiality agreement. The necessary involved partners are Park and St Francis Surgery, Ciconia Recovery, UK Public Health England and any relevant regulatory authorities.

1.2.19 When purchasing Day 2 Testing - Please enter the Order ref number (5 digits, 7 numbers) into your Passenger Locator Form (PLF). <https://www.gov.uk/provide-journey-contact-details-before-travel-uk>

Please book your Day 2 appointment on or before the second day of your arrival back into the UK.

1.2.20 The product is non-transferable.

## 2. PCR TESTING

### 2.1 DocHQ agrees to provide to the Customer:

2.1.1 Provision of a PCR self-test kit

2.1.2 Access to book an online consultation on the Website

2.1.3 Link to join the online consultation at the agreed time with a trained healthcare professional.

2.1.4 Provision of a PCR test result after analysis at our lab partners

2.1.5 A certificate with medical oversight from a GMC registered doctor. A negative or not detected test result will allow you to travel with your certificate.

2.1.6 DocHQ will use its reasonable endeavours to ensure that the information provided in the Appointment Booking and certificate ordering is accurate at the time of its creation. The information used to provide the Appointment Booking and certificate creation is also reliant upon the accuracy of the data provided by the Customer.

2.1.7 Once the Customer has completed the Appointment Booking information and successfully booked an online consultation with DocHQ or one of its partners, the booking details will be emailed to the customer.

2.1.8 A trained Healthcare Professional will be available online at the agreed time. As part of the online guidance for sampling, your identity will be checked against a valid identification document. DocHQ aims to produce valid and correct results through controlled processes under medical control and in accordance with medical standards. A test certificate can only be issued if the sampling is

carried out under the supervision of the healthcare professionals during the online consultation and the specified processes are followed. DocHQ's representatives are instructed not to accept the sample if there is doubt about the identity of the person to be tested, if the instructions for taking the sample are not followed or if there are other doubts about the correctness of the sample. In such a case, any reimbursement of costs and liability on the part of DocHQ or one of its partners for any damage incurred is excluded.

2.1.9 A certificate will be issued following the test result. The certificate has medical oversight from a GMC registered doctor. Only valid, not detected test results will allow you to travel on your journey. We will do our best to issue your certificate as quickly as possible. However, delays in the process are possible, therefore, the timely presentation of the test results (e.g., before departure of a flight) cannot be guaranteed. Incorrect packaging or labelling can mean that a sample cannot be assigned or used so it's essential that you follow the instructions provided. On rare occasions a sample may not be evaluated by the laboratory (so called inhibited sample, termination of the run, etc.) or the result takes longer without DocHQ or its partners being at fault. In these cases, we will offer you a repeat test at no additional cost. However, in such instances the test result will take additional time and we are not liable for any damage or travel disruption caused by such a delay.

2.1.10 The test certificate contains information about yourself, including your surname, first name, date of birth, gender, ID (passport, card or driver's licence number), details of the test procedure, test date and time, sensitivity and specificity for antigen tests, responsible medical service, responsible doctor, information about the laboratory in case of a PCR test. The certificate is issued in English. This meets the criteria for most occasions where a negative COVID-19 test is required for travelling, but DocHQ and its partners cannot guarantee that this certificate will be recognised for the desired purpose.

2.1.11 Certificates will be issued for Positive, Negative or Invalid results:

Negative – SARS-CoV-2 is not detected. You can continue your journey with your certificate

Positive – SARS-CoV-2 is detected. Please follow government rules and guidelines DocHQ will inform the relevant authority of the positive result

Indeterminate – The lab will provide a reason for your indeterminate result. You will need to take another test

Certificates will not be issued if:

- You fail to join the appointment at the arranged time
- Your kit is opened before the online consultation commences
- You do not give permission for the healthcare professional to share their medical information
- The test is not taken as per the healthcare professional's instruction
- Abusive or inappropriate behaviour/language is directed at the healthcare professional

## 2.2 Customer's Obligations and Understandings

2.2.1 If you are purchasing a test for the purposes of travelling, it is critical that you check both with the destination authority and your airline to ensure you give us the exact requirements applicable to your trip, and we will base our schedule on the requirements you provide us. Due to the daily

variations and requirements, we are unable to verify this on your behalf. We will endeavour to share our best knowledge, which should not be construed as advice.

2.2.2 Order your kit in plenty of time. Allow yourself time to receive the kit, book and join your online consultation, take the swab sample and receive your certificate. Due to demand, it is advisable to test at the earliest opportunity within your allowable window.

2.2.3 To complete your PCR swab and receive your certificate, you will need to book and join an online consultation with our Healthcare Professional. They will confirm customer identity, provide instruction and guidance for yourself swab.

2.2.4 When sending your swab sample to the Laboratory, you must ensure your sample date and time meets your testing window and reaches the Laboratory at the correct time. We supply you with free Royal Mail Track 24 delivery prepaid postage in your kit, or alternatively you can arrange for a courier service to take your swab to the lab at your own expense. Samples arriving outside the correct window may lead to delays or incorrect timing of the test certificate. By confirming your order, you acknowledge that it is your responsibility to check travel requirements carefully, as under no circumstance will DocHQ be responsible for missed flights or any losses incurred in connection with testing, including in the event of a positive result.

2.2.5 Please be aware that due to Royal Mail UK services our product may not be suitable if you require a swab sample on a Saturday (expected delivery to lab on Monday) or Sunday (expected delivery to lab on Tuesday). Please check your time window. You are welcome to arrange a courier at your own expense, to deliver your swab to the lab to meet your time window requirements.

2.2.6 Any information you provide in completing the Order or Appointment Booking form are fully complete and accurate. You will assure that the sample/s originate exclusively from the named person/s and will be obtained in accordance with the written and verbal instructions provided during the online consultation.

2.2.7 By providing an e-mail address, the customer assures that the e-mail address belongs to the customer and that the customer wants the test results (which contain health data) to be sent to this e-mail address and that he or she agrees to the non-secure communication channel. You may want to consider multiple orders if you would like multiple test certificates sent to individual email addresses for confidentiality reasons. DocHQ cannot disclose the results of any customer to a 3rd party (including relatives).

2.2.8 If you have placed an order for and are a legal guardian of a UK resident under the age of 18yrs who seeks a Covid PCR Fit to Travel Certificate, you are required to be present during the online consultation, otherwise the Healthcare Professional cannot proceed and will reject the certificate.

2.2.9 You are aware that children under 18 years can only attend the online video appointment with an adult (18+) present from the same Appointment Booking.

2.2.10 If done correctly the test sampling is harmless, however unpleasant body reactions can occur. These can vary depending upon the individual and the sampling method used. Possible reactions are gagging, coughing, sneezing, watery eyes, slight bleeding from the mucous membranes and dizziness. We recommend informing an adult who is nearby about the upcoming test, so that they can provide help if necessary. Your address will be requested for your online guidance, so that our team can organise help if necessary. If you feel any discomfort during the online consultation, please inform your healthcare professional immediately.

2.2.11 You or the individual being tested must not drink, eat, use mouthwash, brush teeth, or chew gum 30 minutes prior to online consultation. The quality of the swab sample depends largely on

correct sampling. It is therefore important that you follow instructions provided in writing and given during the online consultation.

2.2.12 Please make sure your swab sample is labelled correctly with the name as shown in your passport including all middle names and correct date of birth. Errors that occur during the sampling and shipment processes can lead to delays or make a sample unreadable or invalid.

2.2.13 Any opened test kits prior to the online consultation will be deemed as unusable, and the healthcare professional will be unable to proceed. Certificates will also be marked as rejected for reasons such as, if you fail to join the appointment at the arranged time, you do not give permission for the healthcare professional to share your medical information, the test kit is contaminated, the test is not taken as per the healthcare professional's instruction or abusive or inappropriate behaviour/language is directed at the healthcare professional. On these such occasions you would need to reorder and retake your test at your own expense.

2.2.14 In case of a positive test result (detected) you must consider yourself infectious and follow the current local rules regarding self-isolation and diagnostic confirmation. We will inform you of the test result but will be unable to supply you with a Negative (not detected) Covid PCR Certificate.

2.2.15 False negative and false positive test results are possible. This means despite a negative test result, you can be infected with SARS-CoV-2, and conversely, a positive test result does not mean that you actually have an acute infection with SARS-CoV-2. Please contact your family doctor, a public health service test centre or another medical facility and get advice and testing. Until you receive the result of this confirmatory test, you must consider yourself infectious and follow the local regulations on self-isolation.

2.2.16 As with any other tests, a small percentage of samples can be inconclusive or invalid for reasons including insufficient DNA match, not following instructions strictly, contamination of the sample or insufficient material. In the unlikely event that this happens, you understand and agree that you will need to re-take the test and the same charges will apply. We will inform you of the test result but will be unable to supply you with a negative (not detected) Covid PCR Certificate.

2.2.17 The online guided Covid-19 self-test is a screening method, not a diagnostic service. It does not replace a consultation with a medical doctor.

2.2.18 By purchasing this test, you acknowledge and agree to the terms above and that DocHQ cannot be held liable for any damage to health, losses or delays due to the many factors involved which are outside our control. Your purchase constitutes formal consent for DocHQ to share your details with the Laboratory assigned to your test and relevant third-party suppliers and releases the involved doctors and medical staff from their confidentiality agreement. The necessary involved partners are Park and St Francis Surgery, Ciconia Recovery, UK Public Health England and any relevant regulatory authorities.

2.2.19 When purchasing Test to Release, Day 2 and Day 8 Testing - Please enter the Order ref number (5 digits, 7 numbers) into your Passenger Locator Form (PLF).  
<https://www.gov.uk/provide-journey-contact-details-before-travel-uk>

Please book your Day 2 appointment on or before the second day of your arrival back into the UK.

Please book your Test to Release appointment on the fifth day of your arrival back into the UK

Please book your Day 8 appointment on the eighth day of your arrival back into the UK.

2.2.20 The Product is non transferable

## 3. DocHQ Personal Trainer

### 3.1 DocHQ agrees to provide to the Customer:

3.1.1 Access to buy a monthly, quarterly or yearly subscription to DocHQ Personal Trainer on the Website. Subscription prices and options can be found on our website.

3.1.2 Access to the Customer's Account, where the Customer can view assessment outcomes, personal data, exercise statistics, goals and challenges

3.1.3 Access to an online assessment which will provide a personalised exercise plan tailored to the Customers capabilities and fitness.

3.1.4 Access to a range of DocHQ Personal Trainer exercise workout programmes to choose from.

3.1.5 DocHQ will use its reasonable endeavours to ensure that the information provided in the Registration and assessment is accurate at the time of its creation. The information used to provide the Personalised exercise plan is also reliant upon the accuracy of the data provided by the Customer.

3.1.6 Once the Customer has completed the Assessment information, the Assessment outcome will be emailed to the customer and will be available through their customer login.

3.1.7 Recordings, Saving and Use of your images or videos and/or Leader board ID - UNDER NO CIRCUMSTANCES WILL DocHQ BE LIABLE IN ANY WAY FOR ANY OF YOUR SAVED VIDEOS AND/OR LEADERBOARD ID, INCLUDING, ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF YOUR LEADERBOARD ID AND/OR ANY SAVED VIDEOS POSTED, EMAILED OR OTHERWISE TRANSMITTED.

3.1.8 We will not transfer your recorded video, saved videos or images with any 3rd party except as necessary to enable and/or enhance and/or otherwise improve the Services and/or Platform, or otherwise with your consent.

3.1.9 DocHQ offers home workout programs through the DocHQ Personal Trainer Platform. We may modify, suspend or discontinue (temporarily or permanently) the Services without prior notice. We



may suspend or terminate your account and your ability to use the Platform or portion thereof for failure to comply with our Terms.

3.1.10 TO THE FULLEST EXTENT PERMITTED UNDER LAW, THE PLATFORM AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND DocHQ AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS AND LICENSORS (COLLECTIVELY, "DocHQ's REPRESENTATIVES") DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

3.1.11 DocHQ MAKES NO WARRANTY THAT: (I) THE PLATFORM AND/OR THE SERVICES ARE OR WILL BE SECURE, TIMELY, RELIABLE, ACCURATE, COMPLETE, UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES, DEFECTS, WORMS, OR OTHER HARMFUL COMPONENTS, (II) ANY ERRORS OR DEFECTS IN THE PLATFORM AND/OR THE SERVICES WILL BE CORRECTED, AND/OR (III) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. DocHQ IS NOT AND SHALL NOT BE RESPONSIBLE TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS, FAULTS OR OMISSIONS RELATED TO ANY CONTENT CONTAINED IN THE PLATFORM AND/OR THE SERVICES.

3.1.12 DocHQ is not responsible or liable for any injuries or damages you may sustain from your use of the Platform and you agree to release and discharge DocHQ from any and all claims and/or causes of action arising out of your use of the Platform and/or the Services.

3.1.13 DocHQ has the right, but not the obligation, to monitor all conduct on and content submitted to the DocHQ Personal Trainer Service. DocHQ reserves the right to alter, edit, remove, or refuse to post any content, software and/or applications, in whole or in part, in DocHQ's sole discretion or to satisfy or comply with applicable laws, regulations, legal processes and/or maintain the integrity and reputation of the DocHQ Service and the DocHQ Personal Trainer system.

## 3.2 Customer's Obligations and Understandings

3.2.1 Only you, the person named in the online subscription process, can benefit from this Agreement.

3.2.2 By completing the online Subscription process and becoming a Subscriber of DocHQ Personal Trainer, you are accepting all the terms and conditions in this Agreement (insofar as they are applicable). You should only join if you have read them and accept them.

3.2.3 The Platform includes features that support physical activity. You should consider the risks involved and consult with certified healthcare advisers and make your medical decisions based on their advice and your judgement before engaging in any physical activity. Your use of our Services is at your own discretion and risk. DocHQ Personal Trainer is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

2.3.4 This Subscription Agreement starts once you have accepted the terms and made payment during the online process. By accepting the terms, you are agreeing to pay any applicable Administration Fees, Monthly, Quarterly or Yearly Subscription Amount.

3.2.5 You agree to tell us immediately of any changes to your personal details, including contact information; this should be done in the online Login Area.

3.2.6 Your ability to access and use the Platform and/or the Services requires that you meet certain system requirements, which may be changed from time to time. These system requirements include one or more compatible devices, internet access (additional third-party fees may apply), and certain software (additional third party fees may apply), as well as obtaining updates or upgrades from time to time. We recommend using high speed internet access and connecting any such compatible devices and/or other hardware directly to an electrical outlet. If you cannot meet these requirements, the Services may be affected.

3.2.7 Use of some of our Services by you may require registration and creating of an account. In case registration of an account is required, you will be required to complete an application request for registration and access to the Services by submitting your basic information, including your name, email address, phone number and the information listed below, and, if accepted, you will be able to register to the Services and open a personal account (the "Account"), with a username based upon the email address provided as part of the registration process ("Username") as well as a password. The Username you choose, as well as your name, email address, workout scores and other details you provide or enable the saving of (e.g., your training sessions), will be part of your Account saved on our cloud servers. You will receive confirmation for joining the Services via email, to the email address you provide as part of the registration process (note that this will not be the case if you login with your Google/Facebook credentials).

3.2.8 DocHQ reserves the right to delete your Account after a significant duration of inactivity and you may request that we delete your Account by contacting us at support@dochq.co.uk. You agree to provide, maintain and update true, accurate, current, and complete information about yourself as prompted by our registration process.

3.2.9 You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activity that occur under your account or password. You also agree to notify us promptly at support@dochq.co.uk of any unauthorised use of your Username, password, other account information, or any other breach of security that you become aware of involving or relating to the Platform.

3.2.10 By using the Services, you are giving DocHQ consent to record and store your DocHQ Personal Trainer workouts analytics as well as use such recorded workouts.

3.2.10.1 We don't record your video's unless you have given specific permission before a workout. The permission is limited to each workout so we will ask permission to record video before video recorded sessions.

3.2.10.2 DocHQ may offer you the possibility to: (a) save videos or images of your DocHQ Personal Trainer workouts to your Account, and (b) publish or share them via DocHQ. The shared videos or images may also be saved on our servers. You understand that all your images or videos (whether you share or post them), are your responsibility.

3.2.11 As part of the Services, you may choose to participate in the "DocHQ Personal Trainer Challenge", which comprises of various workouts, each with a public leader board, containing your first name and initial of your last name (the "Leader board ID") as well as your results, visible to others. Should you choose to use the DocHQ Personal Trainer Challenge, you confirm that you understand that this will require disclosure of your Leader board ID as well as your results and you hereby consent to such disclosure.



3.2.11.1 If your saved videos features the image of any person other than yourself, you confirm that you have received the permission of the relevant person for the use of his/her image by DocHQ in accordance with the terms of these Terms, and you agree to indemnify us for any losses which we may incur in the event of a well-founded complaint, action or claim by any third party concerning our use of this third party's image, derived from your saved video.

3.2.11.2 You agree we may disclose your Leader board ID or other personal and/or identifiable information, saved videos or images if required to do so by law or in the good faith believe that such preservation or disclosure is reasonably necessary to comply with a legal process, to enforce these Terms, to respond to claims that any of your saved videos violates the rights of third-parties, or to protect the rights, property, or safety of DocHQ our users and the public. You understand that the technical processing and transmission of your saved videos may involve transmissions over various networks.

3.2.11.3 You agree that we use your Leader board ID, saved videos or images for improving the quality and performance of our Services.

3.2.12 The Services are based on artificial intelligence, as such the more data we collect about the way people train, the better they become. If you wish you can permit us to use your exercise videos by pressing the Record Videos button in the setting page. By pressing this button, you confirm that we may use your videos for the purposes of updating and/or enhancing and/or improving the Services and Platform and we may also store and process your videos in servers and/or in the EU or UK which is providing an adequate level of protection for personal data. DocHQ reserves the right to delete your videos once they have been analysed. You may withdraw your consent for use of your videos at any time by notifying us at support@dochq.co.uk.

3.2.13 Customers shall use the Services for exercise purposes. Customers are prohibited from using the Services for any other purpose. Customers shall be solely and fully responsible for its use of the Platform and the Services and for all consequences and results thereof.

3.2.14 You may not upload, post, submit, distribute or transmit to any portion of the DocHQ Personal Trainer Service any User Content that:

- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
- Contains abusive, bullying, hateful, defamatory, discriminatory or other objectionable content or incites hatred against any individual or group;
- Exploits minors;
- Depicts unlawful acts or extreme violence;
- Depicts animal cruelty or extreme violence towards animals;
- Promotes fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures;

3.2.15 Conduct - In using the DocHQ Personal Trainer Service, you must behave in a civil and respectful manner at all times. Further, you will not:

- Act in a deceptive manner by, among other things, impersonating any person;
- Harass or stalk any other person, including without limitation a DocHQ staff;
- Harm or exploit minors;
- Distribute "spam";
- Collect information about others;
- Advertise or solicit others to purchase any product or service;
- Engage in any conduct that is offensive or illegal; or

- Violate any other community rules or codes of conduct that DocHQ may impose.

3.2.16 Customers agrees not to and shall not permit or assist any other party to: Use the Platform, and/or the Services for any illegal, immoral, unlawful and/or unauthorised purposes;

- Interfere with or violate any user's rights to privacy and other rights, or harvest or collect personally identifiable information about users without their express consent, whether manually or with the use of any robot, spider, crawler any search or retrieval application, or use other manual or automatic device, process or method to access the Platform, the Services and retrieve, index and/or data-mine information;
- Make any use of any content available on or through the Platform or the Services on any other application, website or networked computer environment for any purpose; or
- Frame or link any information available from the Platform, unless permitted by these Terms. If you operate a website and would like to utilise information provided by the Platform, we require that you not frame or link to specific portions of the Platform, but instead provide a link to the Platform.

3.2.17 Any “additional services” (including, for example, Personal Training Sessions, Sports Therapy and Physiotherapy) which you contract for or agree to pay for, do not form part of your Subscription Agreement and the Terms & Conditions of this Agreement will not apply to them.