

OHDA
WEBSITE AND WEB APPLICATION TERMS AND CONDITIONS

Introduction

Welcome to OHDA. These terms apply to the websites, applications, tools, platforms and systems belonging to OHDA and its affiliated companies and business partners on or through which our services are made available to you. . If you continue to browse and use our sites you are agreeing to comply with and be bound by the following terms and conditions of use (“Terms”) which govern our relationship with you in relation to the sites. If you disagree with any part of these terms and conditions, please do not use them.

The term ‘we’ means Meadedge Limited, the owner and operator of the website: www.ohda.com (the “Website”), a company registered in England whose registered office is 22 Bulrushes Business Park, Coombe Hill Road, East Grinstead, West Sussex, RH19 4LZ, England and company registration number is 7702096 (“OHDA”, “us” and “our” will be construed accordingly).

The term ‘you’ refers to the user or viewer of our Website (and “your” will be construed accordingly). Additionally, users of our Website will fall under two categories: “Individuals” and “Institutions”. The services we provide to Individuals and to Institutions are different, and you should review the relevant sections of these Terms for those terms and conditions which apply to you.

This Website uses cookies. By using this Website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our cookies policy and you agree to the use of your information in accordance with our Privacy Policy ohda.com.

Use of this Website

You must be over 18 years of age to use this Website and to register as a member.

Unless otherwise stated, OHDA owns the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view website pages, download website pages and print website pages for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not use our Website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of malicious computer software.

You must not use our Website to transmit or send unsolicited commercial communications.

You must not use our Website for any purposes related to marketing without our express written consent.

The information provided on the Website is not a substitute for the advice of a personal physician or other qualified health care professional. Always seek the advice of a physician or other qualified health care professional with any questions regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Website.

If you think you or someone you are taking care of has a medical or psychiatric emergency, call your emergency services or go (or take the individual) to the nearest hospital.

Members only areas and password protection

Access to certain areas of this Website is restricted. We reserve the right to restrict access to areas of this Website, or indeed this entire Website, at our sole discretion.

You will be asked to provide your email address and to choose a password to enable you to access restricted areas of this Website or other content or services. You must ensure that your user ID and password are kept confidential.

It is the responsibility of each Individual and Institution to ensure that passwords and access to their medical records are kept confidential and are not disclosed to anyone who is not permitted to access this information.

If we believe that you or any third party is misusing your account, we reserve the right to disable your user ID and password at our discretion.

Communications by email

By accepting these Terms, you agree to receive certain communications by email.

These communications may include (but are not limited to):

- notification that an important message awaits you on the Website (this may include, for example, a message from a doctor, a lab test result, an appointment confirmation, a response from a physician);
- OHDA website & service updates;
- emergency alerts and critical messages (for example, if severe weather temporarily closes a medical centre);
- general health communications from OHDA providers.

Individual Member Services

You will find details on the Website of the services which we offer to our Individual members. Together with full details of the costs applicable for the use of these services.

Payment for all services must be made only through the Website. Payments must be made in advance and by valid credit or debit card. It is not permitted to pay in cash.

If you register as an Individual with us, you are entitled to cancel your membership under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations"), provided that you exercise your right and notify us within 14 days of registering, by sending an email to service@ohda.com. If you exercise your right in accordance with these terms, we will refund the amount of any membership fee paid.

Please note that only individuals have a right under the Regulations to cancel their Membership. If you are registering with us as a business or organisation of any nature, you will not be entitled to this statutory cancellation right.

Services which are available to Individual members include the following:

- (i) Individuals may upload their own medical information to our private and secure medical records management system (the "**MRM Platform**"). All information uploaded to an Individual's MRM Platform is kept strictly confidential from third parties and is only accessible by that Individual. From your MRM Platform you can store and manage your own digital health records. Our unique infrastructure allows you to store any sort of document type files, scanned or original images and original digital DICOM format radiology files.
- (ii) Individuals may share their own medical files with select medical professionals and seek medical second opinions in relation to their records.
- (iii) Users may also authorize other users of the Website to view health information displayed on the website through the "Act upon Authorisation" feature. If you are authorised to access another user's health information, you agree to protect the confidentiality of this information and comply with all laws and regulations that may prohibit the re-disclosure of health information without the express written authorisation of the person who is the subject of the health information, including but not limited to laws prohibiting the re-disclosure of health information regarding alcohol and drug abuse referral and treatment.

Your chosen medical second opinion provider doctors will be able to read and report on those specific medical files which you choose to share with them through your MRM Platform. This means that the recipient will receive a partial download of your file, containing those medical records which you wish to share, onto the recipient's computer. As with any medical diagnosis, procedure or opinion, there are potential risks associated with the use of 'telemedicine' (meaning the obtaining of medical advice other than in a face-to-face meeting with a physician).

These risks include, but may not be limited to:

- (i) The consultant may determine that the transmitted information is of inadequate quality, thus necessitating a face-to-face meeting with the patient, or possibly a video consultation.
- (ii) Delays in medical evaluation and treatment can occur due to deficiencies or failures of equipment or resources or due to a physician being unavailable to attend to a medical evaluation.

- (iii) In very rare instances, it is always possible that security protocols may fail, causing a breach of privacy of personal medical information.
- (iv) In rare cases, a lack of access to complete medical records may result in medical professionals' treatment or judgment errors.

By using the services offered by OHDA, you warrant and confirm that you have read and understand these Terms and the risks associated and you have discussed the use of these services with your personal physician or other suitable professional and you are satisfied that the services offered by OHDA through the Website are suitable for your condition.

Medical Second Opinion Services

Individuals who wish to make use of the medical second opinion mediator services offered by OHDA agree to the following terms of use.

You authorise OHDA and their respective physicians, employees, contractors, business associates and/or agents to access, review, research, analyse, discuss and copy your medical and personal information as may be necessary to provide the second opinion you request.

You acknowledge and agree that OHDA medical second opinion services should not in any form, shape or fashion constitute a diagnosis, medical advice, treatment, medical care or establish any doctor-patient relationship. Furthermore, you understand that your treating physician(s) will remain at all times solely responsible for your diagnosis, care, treatment and evaluation of a second opinion report.

Institution Member Services

You will find details on the Website of the services which we offer to our Institution members. Together with full details of the costs applicable for the use of these services.

Payments for the services provided by OHDA must be made by wire transfer or by corporate credit or debit card. No cash payments are accepted.

Services which are available to Institution members include the following:

- (i) Institutions are able to upload their own patients' medical information to our private and secure healthcare management system (the "**HCM Platform**"). All information uploaded to an Institution's HCP Platform is kept strictly confidential from third parties and is only accessible to that Institution, and to the persons nominated by that Institution to have specified access rights (the only other people authorised to view your practice's information are OHDA's clinical directors, who may from time-to-time monitor how Institutions are using their HCM Platform in order that OHDA can continually improve the service we offer our members).
- (ii) Institutions may use their HCM Platform to enable relevant team members and third party professionals to consult on patient files for technical and scientific purposes.

- (iii) Institutions may use their HCM Platform to accept, store and manage requests for medical second opinion reports, which they may receive through our Website.
- (iv) Institutions may use their HCM Platform to accept, store and manage medical files shared with them by other medical professionals.

Copyright and Licence

This Website and the software modules made available through it contain material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics.

You are granted a licence to use the material contained in this Website and software modules subject to the restrictions described in these Terms.

You are granted a licence to download, store, view, edit, use, reproduce, copy, print, any material contained in this website and software modules for your own personal and/or business purposes.

You are not permitted in any format to:

- republish material from this Website or software modules (including republication on another website);
- sell, rent, license, sublicense, lease, distribute, copy, duplicate, publish or reproduce material from the Website or software modules (including screen shots) and any material or any part thereof for use by any third party;
- exploit material on our Website software modules for a commercial purpose;
- use any material in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable.

If you breach these Terms in any way then the licence granted to you will be automatically terminated upon such breach and we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Upon the termination of the licence you will promptly and irrevocably delete from your computer systems and other electronic devices all copies of the material and any part thereof in your possession or control, and will permanently destroy any paper or other copies of the material and any part thereof in your possession or control.

We reserve the right to exclude any person from using our Website and material contained therein where a breach of these terms & conditions is suspected.

All material contained in this Website and its software modules is and remain the copyright of OHDA.

You must retain, and must not delete or remove any copyright notices and other proprietary notices placed by us on any material.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

User Submissions

The Website may offer public forums and permit the submission of reviews, comments, images, videos or other content by you and other users ("User Submissions") and the hosting and publishing of such User Submissions. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions.

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

You represent and warrant that:

- (i) you own or have the necessary rights and permissions to use and authorize us to use all copyright, trademark or other proprietary rights in and to any User Submissions to enable inclusion and use on the Website and in accordance with these Terms; and
- (ii) you have the written consent and/or permission of each and every identifiable individual person in the User Submission to use their name or likeness as contemplated by the Website and these Terms; and
- (iii) whilst you retain all of your ownership rights in your User Submissions, by submitting the User Submissions to us, you hereby grant us, in addition to any other rights which we may have, a worldwide, non-exclusive and transferable license to use, copy, prepare derivative works of (including without limitation, to rename, edit, shorten, split the videos into different segments, and use the entire image or video or segments as part of compilations), display and broadcast the User Submissions in connection with the Website and our business, including without limitation to grant access to the Website to third parties to view the User Submission (and derivative works thereof).
- (iv) you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the User Submission and to grant us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage us, our business or any third party; (iii) submit material that is unlawful, obscene, libelous, threatening, pornographic, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or (iv) misidentify yourself in submitting the User Submission or misstate your true identity.

We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect thereto, and agree to indemnify and hold us, our owners, affiliates, employees, agents and/or licensors, harmless to the fullest extent allowed by law regarding all User Submissions which may be published on our Website.

No Warranties

This website is provided “as is” without any representations or warranties, express or implied. We make no representations or warranties in relation to this website or the information and material provided on this website.

The content of the pages of this website is for your general information and use only and it is subject to change without prior notice. It is not to be considered as an advice or a recommendation to act in any way or advice not to act, and you should not place reliance on the information or guidance which you may find on the Website.

We do not warrant that this website will be constantly available, or available at all; or that the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind (whether medical, legal or financial). We do not provide any warranty as to the suitability of the information and material found or offered on this website for any particular purpose. Your use of any information or material on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

The procedures, products, services and devices offered through this Website are not applicable to all individuals, patients or all clinical situations. We make no claims as to the effectiveness of any such procedures, products, services or devices. Any products and/or services offered or represented on the Website are presented for your awareness and do not necessarily imply appropriateness for any particular individual or predict specific effectiveness, outcome or success.

You acknowledge that information and material found or offered on this website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Limitations and Exclusions of Liability

To the extent that the website and the information and services on the website are provided, our liability to you in relation to the use of our website or under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, will be limited as follows: OHDA and its officers, employees or consultants will not be liable to you for any loss or damage of any nature whether arising directly or indirectly from the use of or reliance on information obtained from this website. OHDA and its officers, employees or contractors will not be liable for any consequential, indirect or special loss or damage and will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information.

You further release and hold harmless OHDA and its respective physicians, employees, contractors, business associates and/or agents for any harm, claim, injury or damages of any kind including, but not limited to, compensatory, direct, indirect or consequential damage, directly or indirectly, as result of any and all uses of the Website and the services provided by it and any review, interpretation or analysis or and/or reliance on any and all second opinion reports. Although every effort will be made to generate a second opinion report in a reasonably timely fashion, we make no representation or warranty as to the timeframe in which such second opinion reports will be generated.

Nothing in these Terms will limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation; limit any of our or your liabilities in any way that is not permitted under applicable law; or exclude any of our or your liabilities that may not be excluded under applicable law.

By using this website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not use this website.

Indemnity

If you breach these Terms you will be held fully responsible for any loss suffered by us as result of such breach and will be held accountable for all profits made from breaching these Terms.

You agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms.

Other Websites

This website may contain links to other websites that are not under the control of and are not maintained by us. We are not responsible for the content or reliability of the linked websites. OHDA provides these links for your convenience only but does not endorse the material on these sites.

Waiver

The failure by us to enforce at any time or for any period any one or more of the Terms shall not be a waiver of them or the right at any time subsequently to enforce all Terms.

Severance

If any provision of these Terms shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect.

If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

Variation

We may revise these Terms from time-to-time. Revised Terms will apply to the use of our website from the date of the publication of the revised Terms on our website. Please check this page regularly to ensure you are familiar with the current version.

Exclusion of Third Party Rights

These Terms are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms is not subject to the consent of any third party.

Entire Agreement

These Terms constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with English law. Any dispute, claim or matter arising out of, or relating to, these Terms shall be subject to the exclusive jurisdiction of the English courts.

Please note that Consumers are entitled to submit any complaint they may have in relation to their use of our website through the European Online Dispute Resolution platform, at: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

Languages

Please note that our system is translated into some 80+ languages using Google translate and only a few languages are translated by human translators. The translations are therefore not linguistically guaranteed.

