

## TERMS AND CONDITIONS

### 1 ABOUT US, OUR SERVICES AND THE AGREEMENT

- 1.1 Neko Health AB, a company incorporated in Sweden (registration no. 559170-5396) and registered address at Jaktgatan 14, 115 15 Stockholm, Sweden provides the [www.nekohealth.com](http://www.nekohealth.com) website and the Neko Health application as well as other websites and applications (collectively, the "**Application**").
- 1.2 Neko Health London Limited, (registration no. 15449532) and Neko Health Clinic Limited, (registration no. 15243605), whose registered addresses are at 7 Savoy Court, London, WC2R 0EX, operate private medical clinics that provide health examinations with a risk assessment as detailed in the Application (the "**Services**").
- 1.3 These terms and conditions ("**Terms and Conditions**") apply when Neko Health AB, Neko Health London Limited and Neko Health Clinic Limited ("**we**") provide the Services to you as a customer ("**Customer**" or "**you**"), and for the use of the Application. Our provision of the Services and use of the Application is also governed by our [Privacy notice](#).
- 1.4 In order to access the Services, you are required to register a user account in the Application ("**Account**"). In order to register an Account, you must be at least 18 years old and be able to identify yourself with the verification service used by us (currently Veriff).
- 1.5 By registering an Account, or otherwise using the Application, or accessing the Services, you enter into an agreement with us (the "**Agreement**") and accept that these Terms and Conditions apply to the Agreement.
- 1.6 The Services are not intended to replace regular visits to healthcare providers/doctors for medical advice or information on diagnosis and treatment but should be seen as a complement. Do not postpone seeking medical advice because of the Services. In case of urgent problems, you must seek emergency care.

### 2 CLINICAL STUDIES

- 2.1 The Services may involve the use of medical devices that are not UKCA marked for their intended use. In order for you to access the Services using such equipment, you must agree to participate in a clinical study. The conditions for such participation are stated in connection with the relevant Services.
- 2.2 We are currently not conducting any clinical studies in the UK. Should we do so in the future, you may withdraw your consent to participate in a clinical study at any time via your Account in the Application or by contacting us during visits or by contacting us at [gdpr@nekohealth.com](mailto:gdpr@nekohealth.com).

### 3 CONDITIONS OF THE SERVICES

- 3.1 Before we perform the Services, you will be asked to answer a number of questions about your health and medical history and current lifestyle, in order to provide a basis for the doctor's assessment.
- 3.2 In connection with the performance of the Services, you will be asked to confirm that you have provided correct and complete information and that the conditions for us to perform the Services are met. You can read more about these conditions here: <https://www.nekohealth.com/gb/en/exclusion-criteria>.
- 3.3 It is a prerequisite for us to be able to provide the Services to you that you provide the information we request. Hence, we reserve the right to refuse to perform the Services if we assess that we lack the necessary information, or if the conditions for the performance are otherwise not met.

### 4 OUR OBLIGATIONS

- 4.1 We shall provide the Services and the Application in accordance with the Agreement and applicable law and shall perform our obligations with appropriate and authorised personnel.

- 4.2 We may, for example, in case of high demand for our Services, refer you to one of our clinics at a different address for the performance of the Services, and may also otherwise use subcontractors to provide the Services and the Application. In such case, we are responsible for the subcontractor's fulfilment of its obligations under the Agreement.
- 4.3 We are not responsible for any information, websites or services that may be accessible to you through the Application that are not provided by us.
- 4.4 We are responsible for ensuring that all our doctors have the correct medical indemnity, qualifications, and that they are registered with the General Medical Council with a licence to practise.

## **5 YOUR OBLIGATIONS**

- 5.1 You must comply with the terms and conditions of the Agreement and adhere to the agreed appointment times for performance of the Services.
- 5.2 You must follow the instructions given by our staff in connection with the performance of the Services.
- 5.3 You are responsible for providing correct and complete information to us, and for allowing us to use and process information provided by you regarding the Application and Services for the purpose of providing the Application and Services under the Agreement.
- 5.4 You are responsible for all activities that occur in the use of your Account or as a result of your access to or use of the Application. If you suspect that information relating to the access to your Account has come to a third party's knowledge, you must notify us immediately.
- 5.5 You may only hold one Account at a time.
- 5.6 You may not use the Application in a way that may interfere with the functionality of the Application or cause us harm. You are responsible for not using or allowing the use of your Account or information about you on the Account for any purpose that may violate applicable laws or regulations, or ethical rules or guidelines.

## **6 RECTIFICATION AND SUSPENSION**

- 6.1 You are obliged to correct inaccurate information provided by you. We have the right to delete or block access to information provided by you that is not compatible with the Agreement.
- 6.2 We may suspend access to your Account or your use of the Application if you breach any provision of the Agreement or if we determine that the Application is at risk of a security or functionality threat. We will inform you of such suspension to the extent reasonably possible.
- 6.3 We reserve the right to refuse the registration of a new Account in the event of a previous breach of the Agreement leading to suspension.

## **7 PRICE AND PAYMENT**

- 7.1 The current prices for the Services are shown in the Application and may be updated from time to time. Price changes do not affect purchases already made.
- 7.2 Payment for the Services is made via the Application in advance unless otherwise specified. We take payment when you complete your purchase.
- 7.3 The payment service is provided by Stripe, Inc. Stripe's privacy policy can be found here <https://stripe.com/en-de/legal/privacy-center>. The payment options available are shown when you connect to the payment service.
- 7.4 We do not charge a fee for payment via the payment service, but depending on the payment option chosen, additional charges may apply as set out in the terms and conditions of the payment option.

7.5 We reserve the right to refuse a refund of payment in advance for the Services if you cancel the visit later than 24 hours before the agreed appointment (as set out in Section 9.1) or if you do not show up for the appointment. If you arrive late for your booked appointment, as bookings are time restricted, it may only be possible to provide you with a limited part of the Services depending on the amount of the appointment time left.

## **8 INVITATION CODE**

8.1 From time-to-time, we may issue different kinds of "**Invitation Codes**". An Invitation Code is a code that can be used to book an appointment for the performance of Services and/or obtain a discount on Services. Depending on the kind of Invitation Code, the Services may be free of charge or discounted for the recipient of the Invitation Code. The number of times that can be booked via an Invitation Code may be limited.

8.2 An Invitation Code shall not be considered to have any monetary value and cannot be exchanged for any other services or compensation in any form.

8.3 An Invitation Code may not be transferred for a fee.

8.4 We reserve the right to withdraw or invalidate an Invitation Code at any time and without prior notice.

## **9 RIGHT OF WITHDRAWAL**

9.1 When you purchase any of our Services via the Application, you have a 14-day right of withdrawal from the time of purchase (the "withdrawal period"), unless you have requested that the Services commence during the withdrawal period (such as by booking an appointment for a date within 14 days). We start providing the Services from 24 hours before an agreed appointment, so you will not be entitled to a refund if you cancel an appointment after this point.

9.2 To exercise your right of withdrawal, you should contact us at [hello@nekohealth.com](mailto:hello@nekohealth.com). Please let us know if you want help with cancelling your purchase and we will help you further.

## **10 CUSTOMER SATISFACTION GUARANTEE**

Regarding Neko Scan, if you are not fully satisfied with the Services for any reason, you can notify us in writing within 7 days of the Services being performed and we will make a full refund.

## **11 REIMBURSEMENT**

11.1 Refunds are made to the same card and Account you used to make your payment. Refunds are usually made within 7 days, but it can take up to 15 days for the refund to appear in your Account.

11.2 Invitation codes used for payment are not refundable.

## **12 ERRORS AND LIABILITY**

12.1 We aim for the Application to be functional and available to you. However, you understand that the Application and its features may change from time to time and that we do not guarantee any particular functionality or availability.

12.2 If you consider that we have not fulfilled our obligations, you must notify us in writing and without undue delay, by contacting us at [hello@nekohealth.com](mailto:hello@nekohealth.com). When doing so, you must inform us of what you consider to be incorrect. If it is an error for which we are responsible, we will primarily rectify or remedy the error by performing the deficient commitment correctly or taking other appropriate corrective actions, as we deem appropriate.

12.3 We will be responsible for losses you suffer caused by us breaching this Agreement unless the loss is:

- 12.3.1 **Unexpected**, meaning it was not obvious that it would happen and nothing you said to us before entering into the Agreement meant we should have expected it (so, in the law, the loss was unforeseeable).
- 12.3.2 **Caused by a delaying event outside our control**, provided we take the steps set out in Section 17 below.
- 12.3.3 **Avoidable**, meaning it was something you could have avoided by taking reasonable action, (such as damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us).
- 12.3.4 **A business loss**, meaning it relates to your use of a product for the purposes of your trade, business, craft or profession
- 12.4 If you are dissatisfied with the care we have provided, in the first instance you should raise your concerns with us. If our response is not to your satisfaction, you can contact the Independent Sector Complaints Adjudication Service at: <https://iscas.cedr.com/>.
- 12.5 Any use of the Application other than that expressly authorised by this Agreement is prohibited and may also constitute a criminal offence and give rise to liability for damages.

### 13 THE RIGHTS TO THE APPLICATION AND INFORMATION

- 13.1 We, or third parties from whom we obtain rights, own and shall retain all rights to the Application. These rights include registered, unregistered, existing, and future potential intellectual property rights, including trademarks, patents, patterns, designs, software, copyright, know-how and other similar intellectual property rights, whether or not registrable, in the Application. No such rights are transferred by us, and nothing in the Agreement shall be construed as transferring such rights to you.
- 13.2 All data and information generated in the context of our provision of the Application and the Services, and which can be used by us for the purpose of analysing, improving and developing the Application or the Services is our property, with the exception of information that constitutes personal data.

### 14 PERSONAL DATA

Ensuring the privacy and security of your personal data is very important to us. For further information about how we collect and use your personal data, please see our [Privacy notice](#).

### 15 DURATION AND TERMINATION OF THE CONTRACT

- 15.1 The Agreement is valid as long as you have an Account, otherwise use the Application or access the Services.
- 15.2 You can choose to cancel your Account at any time by contacting us at [hello@nekohealth.com](mailto:hello@nekohealth.com).
- 15.3 We have the right to terminate the Agreement with immediate effect, including terminating your Account, in the event of a serious or repeated breach of the Agreement.

### 16 CONSEQUENCES OF TERMINATION, DELETION OF INFORMATION

- 16.1 You understand that our provision of your Account and the Application does not include any obligation for us to store information about you other than as required to provide the Services. You will not be able to access your Account or any information about you in the Account when your Account is terminated. However, we are required to retain certain information by law, as set out in our [Privacy notice](#).
- 16.2 The expiration or termination of the Agreement for any reason whatsoever shall not affect the respective rights and obligations of the parties arisen during or prior to such termination, nor shall it affect the continued validity of any provision expressly or implicitly intended to remain in force after such termination.

## **17 FORCE MAJEURE**

We are not responsible for delays which are caused by circumstances beyond our control, such as war or warlike acts, government restrictions, pandemic, fire, strike, lockout, prohibition, failure of public communications or external networks . If this happens, we will contact you as soon as possible to let you know about the delay. If we do this, we will not compensate you for the delay but if the delay is likely to be substantial, you can contact us for further assistance.

## **18 CHANGES TO THE SERVICES**

We may at any time decide to modify or stop providing the Services. We will try to give you notice in advance of doing this, if it is possible for us to do so. In some cases, we may need to cancel an appointment for performance of the Services or terminate your access to the Services. We will provide information about this in writing. In such case, any compensation that you have paid in advance for Services you do not receive concerned will be refunded to you.

## **19 CHANGES TO THE CONDITIONS**

We have the right to make changes to these Terms and Conditions. We will notify you of such changes in writing before the change takes effect. By continuing to use the Application or access the Services after the change has come into force, you are deemed to have accepted the change. If you do not accept the updated Terms and Conditions, you may not be able to continue using the Application or receiving the Services.

## **20 NOTICES**

20.1 Our written notices to you will be sent by email or SMS according to the information you have provided via your Account or, in relation to changes to the Services or these Terms and Conditions, via the Application.

20.2 Your written communications to us should be sent to the following e-mail address: hello@nekohealth.com.

## **21 ASSIGNMENTS**

You may not transfer or assign your rights or obligations under this Agreement without our written consent. However, we are free to assign the Agreement in whole or in part provided that we inform you of the assignment in writing and the transfer won't affect your rights under the contract. We are also free to transfer or assign our right to payment.

## **22 OTHER**

22.1 The Agreement constitutes the parties' complete agreement on all matters covered by the Agreement. All written or oral commitments and representations made prior to the Agreement are superseded by the contents of this Agreement.

22.2 For defined terms, the definite form shall be considered to include the indefinite form of the word and vice versa and the singular shall be considered to include the plural and vice versa.

22.3. The Agreement is between you and us. No other person shall have any rights to enforce any of its terms.

22.2 If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**23 DISPUTES AND CHOICE OF LAW**

23.1 These Terms and Conditions and the Agreement shall be governed and construed in accordance with the laws of England and Wales, without application of conflict of law principles.

23.2 Disputes arising from these Terms and Conditions and the Agreement shall be settled in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

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