

PLEASE READ THESE TERMS CAREFULLY

USE OF THIS APPLICATION AND OBTAINING SERVICES

TO USE THIS APP AND TO ACCESS THE SIMPLYHEALTH SERVICE YOU MUST ACCEPT THESE TERMS.

THESE TERMS ALSO APPLY TO AND GOVERN THE PROVISION BY SQUARE HEALTH OF CONSULTATIONS.

BY CLICKING THE “AGREE” BUTTON BELOW YOU AGREE TO BE BOUND BY THESE TERMS AND YOU ALSO AGREE TO THE COLLECTION, HOLDING AND USE OF PERSONAL INFORMATION AND DATA IN ACCORDANCE WITH SQUARE HEALTH’S PRIVACY POLICY AS REFERRED TO BELOW IN THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD CLICK THE “DISAGREE” BUTTON BELOW OR CLOSE THIS APPLICATION.

URGENT TREATMENT

THIS SERVICE IS NOT APPROPRIATE FOR TREATMENT IN AN EMERGENCY OR LIFE THREATENING SITUATION – FOR EXAMPLE CHEST PAINS, BREATHING PROBLEMS, SUSPECTED STROKE OR BONE FRACTURE, SEVERE BLEEDING OR LOSS OF CONSCIOUSNESS. IF YOU BELIEVE THAT YOU, OR ANY PERSON YOU ARE ASSISTING, NEEDS URGENT OR EMERGENCY TREATMENT YOU SHOULD IMMEDIATELY DIAL 999 OR SEEK ALTERNATIVE EMERGENCY MEDICAL SERVICES.

Introduction

The App and Consultations are provided by Square Health as a policy benefit to Beneficiaries on behalf of Simplyhealth. Other medical or healthcare services within the Simplyhealth Service may be provided by Service Providers other than Square Health. The purpose of the App is to enable You to access the Simplyhealth Service and the services within it subject to these Terms and all other terms and conditions which apply to the Simplyhealth Service and/or the relevant service elements.

A description of the Simplyhealth Service and more information on the Simplyhealth Service generally is set out [here](#)

Square Health is registered with and regulated by the Care Quality Commission in England (whose website is www.cqc.org.uk).

Neither We nor Simplyhealth will be liable if for any reason the App is unavailable at any time for any reason.

Definitions and interpretation

In these Terms (including the Introduction section above):

App refers to the mobile application which has been developed by Square Health to provide access to the Simplyhealth Service

Beneficiary refers to a holder of a Simplyhealth policy, or any other individual who is a beneficiary under a Simplyhealth policy, who is entitled to use the Simplyhealth Service

Child refers to a natural or legally adopted dependent child of the Beneficiary or their Partner. Children must be under the age of 18

Consultation refers to a GP or other healthcare consultation provided by Square Health, including a physiotherapy triage, that is booked or provided using this App as a service within the Simplyhealth Service, and includes any related services that may be provided (such as prescription services, provision of a sick note or referral letter, or physiotherapy treatment)

Documentation refers to any online or other documentation and instructions provided by Square Health and related to the use of the App

Panel Member refers to a doctor or other healthcare practitioner who is a member of Square Health's panel of doctors and other healthcare practitioners for the provision of Consultations

Partner refers to anyone in a relationship with, and who lives with, the Beneficiary. This could be their husband, wife, civil partner or unmarried partner.

Service Provider refers to a provider of medical or other healthcare services within the Simplyhealth Service

Simplyhealth refers to Simplyhealth Access, a private unlimited company registered in England and Wales with company number 183035 whose registered office and principal place of business is at Hambleden House, Waterloo Court, Andover, Hampshire SP10 1LQ

Simplyhealth Service refers to the suite of medical and healthcare services which are provided by Square Health and/or other Service Providers under the Simplyhealth brand

Square Health refers to Square Health Limited, a private limited company incorporated in England and Wales under company number 7054181 with its main business address and registered office at Crown House, William Street, Windsor, Berkshire SL4 1AT, and *We, Us, Our, Ours and Ourselves* also refer to Square Health

Terms refers to these terms and conditions

You, Your, Yours and Yourself refer to you.

Which terms and conditions apply

The provisions which follow set out or refer to the terms and conditions on which the App may be used to access the Simplyhealth Service and on which Consultations will be provided by Square Health using Panel Members. These Terms will also apply to any follow-up Consultation that may be required and which is booked either by Square Health or by a Panel Member or by a Simplyhealth Service administrator.

The App may only be used by Beneficiaries aged 18 or above, who live in the United Kingdom, and who have clicked on the Agree button on the sign-up page to signify that they have accepted these Terms and agree to be bound by them. Consultations may be booked and provided only for persons entitled to cover within the Simplyhealth Service who live in the United Kingdom. If a Consultation is for a Child who is covered within the Simplyhealth Service, the Consultation must be booked either by the Beneficiary or their Partner.

In relation to any Consultation booked or received by You within the Simplyhealth Service You will be subject to these Terms and all additional applicable policies of Square Health as in force at the time that you book the Consultation, unless any change to these Terms or those policies is required to be made by law or governmental authority.

Square Health has no responsibility for any service provided by any other Service Provider.

Simplyhealth has additional terms which apply to the provision and use of the Simplyhealth Service and the service elements within it, and those terms may be viewed [here](#). Please note that:

- ❖ depending on the basis of the Beneficiary's membership of the Simplyhealth Service, and subject to the terms relating to the Simplyhealth Service and the services comprised in the Simplyhealth Service, all or part of the cost of a Consultation may be funded by Simplyhealth. You will be liable for charges which are not paid by Simplyhealth, including any related charges which are stated to be payable directly by You (for example, Square Health's charges for physiotherapy treatment following on from a physiotherapy triage)
- ❖ Simplyhealth does not accept any liability to You in respect of the App and its usage, including any loss or damage suffered pertaining to medical or healthcare advice received and which is provided by Service Providers subject to their terms and conditions
- ❖ whilst the Simplyhealth Service comprises services commissioned by Simplyhealth, by using the App You expressly agree that Simplyhealth is not providing, and does not provide, medical or healthcare advice
- ❖ the provision of the App, and the services within the Simplyhealth Service and the booking of any Consultation or other service within the Simplyhealth Service does not, in whole or in part, constitute or create a doctor-patient, therapist-patient or other healthcare professional relationship between Simplyhealth and You
- ❖ commentary and other material posted on the App are not intended to amount to advice on the part of Simplyhealth on which reliance can be placed and Simplyhealth disclaims all liability and responsibility arising from any reliance placed on such materials by any user of the App or by anyone who may be informed of its contents.

Licence to use this App

Square Health grants You a non-exclusive, non-transferable, royalty-free licence, without the right to grant sub-licences, solely for Your personal use and solely for the duration of the agreement between You and Us to:

- ❖ download or stream this App on to any telephone or other mobile device used by You (subject to the operating system and technical requirements referred to in these terms)
- ❖ use this App (including any updates and supplements to it) and the Documentation

subject to and in accordance with these Terms and any additional terms of Simplyhealth that are applicable.

This App may be used by You only to access and use the Simplyhealth Service in accordance with these Terms and/or any applicable terms of any other Service Provider and/or any additional terms of Simplyhealth that are applicable. It may be used by You to access and use the Simplyhealth Service either in respect of Yourself or (subject to any other applicable terms and conditions of Simplyhealth) in respect of a Child. You may not transfer the App or share it with any third party or allow it to be used by any third party.

You agree that all intellectual property rights in the App and its related documentation and services belong to Square Health. Access to the App is permitted on a temporary basis for the purposes of the

Simplyhealth Service.

If You sell or transfer any device on which the App is installed, You must remove the App from it.

If You download or stream the App on to any phone or other device not owned by You, You must have the owner's permission to do so. You will be responsible for complying with these Terms and any other applicable terms and conditions, whether or not You own the phone or other device.

Acceptable use

You must not:

- ❖ use the App or the Simplyhealth Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any part of the Simplyhealth Service or any operating system. You acknowledge that by breaching this clause, you may commit a criminal offence under the Computer Misuse Act 1990
- ❖ infringe Our intellectual property rights or those of anyone else in relation to Your use of the App or the Simplyhealth Service
- ❖ transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the App or the Simplyhealth Service
- ❖ use the App or the Simplyhealth Service in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users
- ❖ not collect or harvest any information or data from the Simplyhealth Service or Our systems or attempt to decipher any transmissions to or from Our servers or other servers used to provide the services comprised within the Simplyhealth Service.

Privacy and information about You or Your Child

In the course of providing a Consultation to You or Your Child, Square Health and/or the relevant Panel Member may collect personal information about You or Your Child (as appropriate). Such data may be held either within the App or in the portal used by Square Health and Panel Members to provide Consultations. The following kinds of personal information or data about You or Your Child may be collected and held:

- ❖ the Simplyhealth Service member and patient information
- ❖ Information regarding the health or medical conditions or complaints presented
- ❖ Other information regarding the health and wellness of You or (if appropriate) Your Child
- ❖ Information regarding investigations, medication and/or other treatments, therapies or onward referrals prescribed or recommended or declined
- ❖ Information regarding the diagnosis, advice and outcomes.

Consultations are recorded for quality, training and monitoring purposes. This may include audio, video or both.

All personal data collected by Square Health or a Panel Member in the course of booking and providing a Consultation may only be held and used in the ways set out in Square Health's privacy policy which may be viewed [here](#). In particular, Square Health and Panel Members may use information about You or Your Child for the following purposes:

- ❖ In order for Square Health to provide a Consultation using a Panel Member
- ❖ In order for the Panel Member to conduct a Consultation with You or (if appropriate) Your Child
- ❖ In order to prescribe or recommend to You or Your Child any medication, treatment, investigation or onward referral that the Panel Member may consider appropriate or desirable
- ❖ In order to process any prescription or recommendation to You or Your Child for medication or treatment or investigation
- ❖ In order to provide additional services agreed with You, for example, physiotherapy treatment (payable by You) following physiotherapy triage which is provided as a benefit under a relevant Simplyhealth plan
- ❖ (Subject to Your consent or in limited other circumstances as described in Square Health's privacy policy) to provide information to Your NHS GP.

Individual medical or health-related information will not be shared with Simplyhealth.

You consent to Square Health processing Your or Your Child's personal data and sensitive personal data for the purposes and in the ways described above.

Information of the kinds described above may also be collected in any follow-up Consultation and may be processed in the same ways.

Please be aware that internet transmissions are never completely private or secure and that any message or information You send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Fair use

Your Simplyhealth Policy terms and conditions include fair usage limitations on your use of the Simplyhealth Service and, where appropriate, Square Health may decline to provide a Consultation and/or suspend services to You if it reasonably considers that You are acting in breach of your Simplyhealth Policy terms. Simplyhealth's fair usage terms may be viewed [here](#). Acting in breach of the fair usage terms may also lead to termination of Your Simplyhealth Policy.

Operating system and technical requirements

The minimum operating requirements that your device needs to meet in order to run the App are explained [here](#)

Weblinks

There are links in the App which take you to websites not provided by us. We are not responsible for websites not under Our control, and We have not checked and approved their content or their privacy policies (if any).

Changes to these Terms

We will be entitled at any time to alter any provision of these Terms by giving notice to You. Where possible, we will give You at least seven days' notice of any change by notifying You of a change when You next start the App.

If You do not accept the notified changes You may not continue to use the App or to access or use the Simplyhealth Service.

Updates to the App and changes to the Simplyhealth Service

From time to time elements of the services within the Simplyhealth Service may be altered or removed. We may automatically update the App to reflect changes in the Simplyhealth Service and/or to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively We may ask You to update the App for these reasons.

If You choose not to install such updates or if You opt out of automatic updates You may not be able to continue using the App and/or the services within the Simplyhealth Service.

Breach of these Terms

Failure by You to comply with these Terms may result in Square Health taking all or any of the following actions:

- ❖ issue of a warning to You;
- ❖ immediate, temporary or permanent withdrawal of Your right to book Consultations; or
- ❖ cancellation of any Consultations previously booked.

Square Health's liability

The App is not necessarily error-free and may be subject to interruption. Our sole responsibility in relation to errors or bugs in the App is to correct them within a reasonable time of their being brought to Our attention and, except in any case where it is unlawful for Us to restrict Your rights and remedies, Your sole right and remedy in the event of any defect in the App or its operation, to the exclusion of all other remedies will be to terminate the licenses described in these terms and delete the App from your device.

Subject to the previous paragraph, We accept responsibility for direct loss suffered by You (or, where applicable, Your Child) if We fail to comply with these Terms or fail to use reasonable care and skill. We do not seek to exclude or limit in any way Our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of any Panel Member working on Our behalf or for fraud or fraudulent misrepresentation.

Termination

You may end Your contractual relationship with Us at any time by ceasing to access and use the App and by deleting or removing the App from all of Your devices.

We may end Your rights to access and use the App at any time by contacting You if You have broken any of these Terms (or any other applicable terms relating to Your access and use of the App and/or the Simplyhealth Service) or cease to be eligible to benefits under the Simplyhealth Service. If practicable We will give You a reasonable opportunity to put right any breach by You.

If We end Your rights to access and use the App You must stop Your use of the App and all activities authorised by these terms and delete this App.

Support and questions

For information and support in connection with the App or use of the App to access the Simplyhealth Service please take a look at Our support resources which may be viewed [here](#).

If You think the App is faulty or mis-described, or to contact Us for any other reason, please contact Our customer service team by completing the contact form on Our support page.

If You have any questions about the App or a Consultation, please contact Square Health using the contact details provided in the App.

Communications to You

We may communicate with You by email, by SMS or by pre-paid post, using the contact details You have provided to Us.

Which laws apply to these Terms and where You may bring legal proceedings

These Terms are governed by English law and You can bring legal proceedings in respect of the App or any Consultation in the English courts. If You live in Scotland You can bring legal proceedings in respect of the App or any Consultation in either the Scottish or the English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the App or any Consultation in either the Northern Irish or the English courts.