

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

THESE TERMS AND CONDITIONS ARE SOLELY FOR THE COVID ANTIGEN AND PCR CERTIFICATE SERVICE OFFERED BY DOCHQ. FOR ANY OTHER SERVICE OFFERED CUSTOMERS WILL HAVE TO ACCEPT DIFFERENT TERMS AND CONDITIONS.

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 Covid Antigen Fit to Travel Certificate.

"Customer" - any UK resident over the age of 18 years of age or legal guardian of a UK resident under the age of 18 who seeks a Covid Antigen Fit to Travel Certificate for their individual trip.

"Healthcare Professional" - registered nurse, GP or other relevant qualified medical professional who is adequately trained and is knowledgeable in providing online swab sample guidance and reporting for a customer.

"Intellectual Property Rights" - all customers, rights to inventions, utility models, copyright and related rights, trade marks, 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, business address Wessex House, Upper Market Street, Eastleigh, SO50 9FD, registered address Teme House Whittington Road, Whittington, Worcester, United Kingdom, WR5 2RY (company number 11589439), a 100% subsidiary of HEALTHHQ GROUP LTD (company number 11186392). DocHQ Ltd

"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 CQC approved partner, providing identification, guidance, instruction and test reporting of the customer's self swab test, to allow certificate generation. This online consultation will take place before the customers trip.

"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 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. COVID ANTIGEN CERTIFICATE Supply of services

3.1 DocHQ agrees to provide to the Customer:

3.1.1 One Antigen self-test kit, if the customer has purchased a product that includes an Antigen test kit. If the customer has purchased a consultation exclusive product no test kit will be provided.

3.1.2 Access to book an online consultation

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

3.1.4 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.

3.2 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.

3.3 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.

3.4 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.

3.5.1 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.

3.5.2 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.

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

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

Positive – SARS-CoV-2 is detected. Please contact the NHS who will require you to take a PCR test.

Please self isolate and 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

4. COVID ANTIGEN CERTIFICATE Customer's Obligations and Understandings

4.1 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.

4.2 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.

4.3 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 your self swab.

4.4 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.

4.5 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 results of any customer to a 3rd party (including relatives) other than a consenting adult.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 A negative test result (not detected) will allow you to continue on your journey but does not release you from your duty to follow current government recommendations and guidelines.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 The product is non-transferable.

5. COVID PCR CERTIFICATE Supply of services

5.1 DocHQ agrees to provide to the Customer:

5.1.1 Provision of a PCR self test kit

5.1.2 Access to book an online consultation on the Website

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

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

5.1.5 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.

5.2 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.

5.3 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.

5.4 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.

5.5.1 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.

5.5.2 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.

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

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

Positive – SARS-CoV-2 is detected. Please self isolate and 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

6. COVID PCR CERTIFICATE Customer's Obligations and Understandings

6.1 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.

6.2 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.

6.3 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 your self swab.

6.5 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.

6.6 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.

6.7 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.

6.8 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).

6.9 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 A negative test result (not detected) will allow you to continue on your journey but does not release you from your duty to follow current government recommendations and guidelines.

6.16 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.

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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 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.

6.23 The Product is non transferable

7. Charges and Refunds

7.1 Covid PCR or 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.

- 7.2 Your Covid purchase is non-returnable and non-refundable under any circumstances once dispatched due to the medical nature of the product.
- 7.3 All 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.
- 7.4 Cancellations before dispatch will incur a £5 transaction fee per each transaction. This amount will be deducted from the refund amount.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 DocHQ has no control of Royal Mail delivery and is unable to take responsibility for any delay in delivery caused by Royal Mail. Any lost/damaged kits should be claimed for through Royal Mail.

8. Complaints

- 8.1 Any complaints about the services should be addressed to: DocHQ, Wessex House, Upper Market Street, Eastleigh, Hampshire, SO50 9FD
- 8.2 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.
- 8.3 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.
- 8.4 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).

9. Intellectual Property Rights

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

9.2 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.

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

10. Limitation of Liability:

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

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

10.1.2 fraud or fraudulent misrepresentation; or

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

10.2 Subject to clause 10.1:

10.2.1 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.

10.2.2 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).

10.3 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.

11. Termination

11.1 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.

12. No Partnership

12.1 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.

13. Third Parties

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

14. Variation

14.1 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.

15. Governing Law and Jurisdiction:

15.1 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.