

## PATIENT TERMS FOR PATIENT SELF TESTING

VERSION 12 GDPR

### 1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we provide you with products (such as INR testing devices and associated components) for your use. These products are provided on behalf of your medical service provider.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are LumiraDx Care Solutions UK Ltd a company registered in England and Wales. Our company registration number is 03473597 and our registered office is at c/o Francis Clark LLP, Lowin House, Tregolls Road, Truro, Cornwall TR1 2NA and our trading address is 1 North Crofty, Tolvaddon Energy Park, Camborne, Cornwall TR14 0HX. We are dealing with you on behalf of your medical service provider as their agent. For your information we are the providers of the Clinical Decision Support Software that your medical service provider uses to assist them in the management and monitoring of patients medical condition.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0)1209 721945 or by writing to us at [ac-support@lumiradx.co.uk](mailto:ac-support@lumiradx.co.uk).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone, SMS or by writing to you at the email address or postal address you have provided to us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3 OUR AGREEMENT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract (also known as an agreement) will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and no charges will be made.
- 3.3 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

### 4 THE PRODUCTS

You acknowledge and agree that the products are not manufactured or produced by us. We are dealing with you in relation to the supply and use of the products on behalf of your medical service provider as their agent.

### 5 OUR RIGHTS TO MAKE CHANGES

**Changes to these terms.** We may make changes to these terms to reflect changes in relevant laws and regulatory requirements, but if we do so we will notify you and you may then contact us to end the agreement before the changes take effect.

### 6 PROVIDING THE PRODUCTS

- 6.1 **Delivery costs.** You will not be required to pay the costs of delivery.
- 6.2 **When we will provide the products.** During the order process we will provide you with an estimated delivery date for the products.
- 6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay (being a delay of 30 days or more) you may contact us to end the agreement.
- 6.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery, the courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

- 6.5 **If you do not re-arrange delivery.** If you do not collect the products as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we will no longer be required to deliver the products to you.
- 6.6 **Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the agreement as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.7 **Setting a new deadline for delivery.** If you do not wish to treat the agreement as at an end straight away, or do not have the right to do so under clause 6.6, you can give us a new deadline for delivery, which must be reasonable, and you can treat the agreement as at an end if we do not meet the new deadline.
- 6.8 **Ending the agreement for late delivery.** If you do choose to treat the agreement as at an end for late delivery under clause 6.6 or clause 6.7, you can cancel your order for any of the products or reject products that have been delivered. If the products have been delivered to you, you must either post them back to us or deliver the products to a location that we have notified to you. We will pay the costs of postage. Please call customer services on +44 (0)1209 721945 or write to us at [ac-support@lumiradx.co.uk](mailto:ac-support@lumiradx.co.uk) for a return label.
- 6.9 **When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us.
- 6.10 **When you own products.** You will not own the products. You are being provided with the products by your medical service provider for your personal use in accordance with these terms.
- 6.11 **Reasons we may suspend the supply of products to you, or require that you return a product to us.** We may have to suspend the supply of a product, or require that you return a product to us, to:
- (a) deal with technical problems or make minor technical changes;

- (b) update the product to reflect changes in relevant laws and regulatory requirements;  
or
- (c) make changes to the product as notified by us to you.

## 7 YOUR USE OF THE PRODUCTS

7.1 **You must undertake training where required.** Before using a product, you must undertake any training in its use as set out by the software known as Engage and any updates or supplements to it, or as specified by your clinician from time to time.

7.2 **You must stop using the product if instructed to do so by your clinician.** You should only use the products when you have been authorised to do so by your clinician. If your clinician informs you that you must stop using a product, you must do so immediately and, if required by the clinician, return the products to us in the manner described in clause 9.2.

7.3 **Your use and care of the products.** You must take reasonable care of all products delivered to you. Products must only be used in accordance with:

- (a) the specifications, instructions and user manuals supplied with the products, subject to any warranty limitations in those documents; and
- (b) the instructions and recommendations provided by your clinician from time to time.

By continuing to use the products, you further agree to visit your clinician as requested by us or by your clinician, and to allow your clinician to test your products for accuracy.

7.4 **Personal use of the products.** All products are designed for your single personal use only and cannot be used by any other user. You must not sell or otherwise give the products to anyone else.

## 8 YOUR RIGHTS TO END THE AGREEMENT

8.1 **You can always end your agreement with us.** Your rights when you end the agreement will depend on the nature of the product, whether there is anything wrong with it, how we are performing and when you decide to end the agreement:

- (a) **If the product is faulty or misdescribed you may have a legal right to end the agreement** (or to get the product repaired or replaced), see clause 11; or
- (b) **If you want to end the agreement because of something we have done or have told you we are going to do,** see clause 8.2.

- 8.2 **Ending the agreement because of something we have done or are going to do.** If you are ending the agreement for a reason set out at (a) to (d) below the agreement will end immediately. The reasons are:
- (a) we have told you about an error in the description of the product you have ordered and you do not wish to proceed;
  - (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
  - (d) you have a legal right to end the agreement because of something we have done wrong by breaching this agreement (including because we have delivered late (see clause 6.6)).

## 9 HOW TO END THE AGREEMENT WITH US

- 9.1 **To end the agreement.** Contact your medical service provider to tell them you wish to cease self-testing and then follow Clause 9.2 to return your products. Your medical service provider will make the necessary arrangements for your continued safe care.
- 9.2 **Returning products after ending the agreement.** If you end the agreement for any reason after products have been dispatched to you or you have received them, you must return them to us by post or deliver the products to a location that we have notified to you. You must post them back to us at 1 North Crofty, Tolvaddon Energy Park, Camborne, Cornwall TR14 0HX. Please call customer services on +44 (0)1209 721945 or email us at [ac-support@lumiradx.co.uk](mailto:ac-support@lumiradx.co.uk) for a return label.
- 9.3 **When you will pay the costs of return.** You will not pay the costs of return:
- (a) if the products are faulty or mis-described;
  - (b) if you are ending the agreement because of an error in description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

## 10 OUR RIGHTS TO END THE AGREEMENT

- 10.1 **We may end the agreement if you break it.** We may end the agreement for a product at any time by writing to you if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- (b) you do not, within a reasonable time, allow us to deliver the products to you; or
- (c) you fail to comply with your obligations in clause 7 (Your use of the products).

## 11 IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +44 (0)1209 721945 or write to us at [ac-support@lumiradx.co.uk](mailto:ac-support@lumiradx.co.uk), or such other telephone number or email address as we may notify to you in writing from time to time.
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this agreement. The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. Nothing in these terms will affect your legal rights.
- 11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage. Please call customer services on +44 (0)1209 721945 or email us at [ac-support@lumiradx.co.uk](mailto:ac-support@lumiradx.co.uk) for a return label, or such other telephone number or email address as we may notify to you in writing from time to time.

## 12 PRICE

- 12.1 **The price payable for the products.** You will not be charged for the use of the products. Instead, you will be allowed to use the products for as long as you comply with your obligations under these terms and conditions (especially those obligations in clause 7).

## 13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4 **We are not liable for losses resulting from you ignoring medical advice.** If you do not comply with your obligations in clause 7, we will have no liability to you for any losses that may arise as a consequence.

#### **14 HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 14.1 **How we will use your personal information.** We will only use the personal information you provide to us in accordance with our Licence Agreement and Privacy Policy.

#### **15 OTHER IMPORTANT TERMS**

- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the agreement within 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 15.2 **Nobody else has any rights under this agreement.** This agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the agreement or make any changes to these terms.
- 15.3 **If a court finds part of this agreement illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 15.4 **Even if we delay in enforcing this agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.5 **Which laws apply to this agreement and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.