

AESTHETIME

VIDEO CONSULTATION

TERMS OF USE (“TERMS”)

Please read these terms carefully before using the video consultation feature of your Aesthetime platform.

IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD EXIT THE PLATFORM AND CANCEL YOUR ACCOUNT AND THE APPOINTMENTS BOOKED.

These Terms apply to all users (“ **you** ”) of our website (<https://booking.aesthetime.com/>).

These Terms apply to you as a professional and should be read in conjunction with the additional terms listed on our website.

By using the Platform, you are agreeing to these Terms, along with the following additional terms, which also apply and shall be incorporated into our Contract with you:

- our Privacy Policy ;
- the additional Terms of Service which apply for professionals.

The costs and charging of the booked appointments and non attendance are freely defined by you and appear in the requested appointment details. The patients may contact you directly if they have any question about the costs and charging.

You can subject the ability given to the patient to book an appointment or a video consultation from his own interface to a credit card set up.

Our platform uses Stripe as a payment processor : <https://stripe.com>

Our platform uses Twilio as a third party technology provider for the Video Consultation feature (<https://www.twilio.com/>). More information can be found here :

- <https://www.twilio.com/legal/security-overview>
- <https://www.twilio.com/legal/aup>

You are responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

Any reference to “these Terms” shall include the above additional terms (as applicable)

- **WHO WE ARE AND HOW TO CONTACT US**

Who we are. The Platform is owned and operated by AMedSU - Apps for Medical & Surgical Use (“ AMedSU ”, “ our ”, “ us ” or “ we ”), a company registered in France (800 563 090 R.C.S. NICE).

How to contact us. To contact us, please email support@amedsu.com.

We may contact you by email to the email address provided in your Account or by a general notice on the Platform.

- **OUR SERVICES**

What Services do we offer? Aesthetime offers a Platform which enables you to connect online to your patients, to book appointments and provide video consultations.

Our Platform is available worldwide and applies international standards of privacy and data protection. However, you and your patient must verify that our services are appropriate for use in your country.

You can use the Platform in order to book an appointment for an onsite, a phone or an online consultation with a patient via the Platform (“ **Appointment** ”).

You remain, whatever may occur, an independent professional. We do not verify and don’t give any warranties regarding your diplomas, qualifications, training, skills or registration. We shall have no liability to the patient regarding your diplomas, qualifications, training, skills or registration.

Appointments are subject to availability. Appointment times are made available to the patient at your sole discretion. You can open your calendar and give the patient the ability to request an Appointment on his chosen date and time or lock it to remain the one able to add appointments.

Confirmation of Appointments . After an Appointment is booked via the Platform the patient will be sent written confirmation of the Appointment in the form of an email. If he doesn’t receive such confirmation please ask him to check his spam/junk folder.

Non attendance . You can manually enforce a non attendance fee. This fee is freely defined by you and appears in the appointment details.

- **COSTS**

Pricing. The price of the Appointments and non attendance (which includes VAT when it is applicable) is freely defined by you. It appears in the appointments details. You can update the fees and charges at any time, but price changes will not affect any service that the patient has already ordered at the time of the changes.

The payment management feature, for each paying appointment, is billed the following way : 40 cents (expressed in your local currency) + a 4% application fee applied on the general amount paid by the patient.

The Video-consultation feature is billed, directly to you as a professional, 0.05 euros per minute.

- **PAYMENT TERMS**

Registered debit or credit card. To benefit from video consultation and from onsite or phone appointments when you decide so, the patient must have debit or credit card details and a billing address for the card registered to his Account at all times.

VAT. Where VAT is applicable, the prices always include VAT. You are sole in charge of the applicable VAT management, its rate and update.

Receive your payments. To receive your payments, you must create a Stripe connect account. You'll find the needed tutorials to do so on our website.

The account holder is responsible for all charges incurred on an Account. Any and all charges, without exception, incurred on an Account are the responsibility of the individual who registered the Account with us.

- **SAFE USE OF THE SERVICES**

To ensure you are able to use the Platform and Services safely and in accordance with these Terms, you must:

- comply with all our terms of use;
- not use the Services for any inappropriate purposes;
- follow instructions given to you on the Platform;

- **YOUR AESTHETIME ACCOUNT**

Registration requirements. In order to register for an account via the Platform (“ **Account** ”) and access the Services you represent and warrant that you:

- are at least eighteen (18) years of age; and
- have capacity to accept and agree to these Terms.

- Have capacity and be trained to practice as an aesthetics professional
- Be registered in compliance with your local legislation.

Register an Account on the Platform . To register with us you are required to provide accurate and complete information, including your first and last name, email address, postal address, mobile telephone number and credit card details. You must keep your Account details up to date at all times. We reserve the right to terminate any Account which (at any time) does not include a valid email address.

Keep your log-in details confidential. You must not disclose them to any third party. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly Contact Us .

Responsibility for your Account. You are solely responsible for all activity that occurs on your Account and you must notify us immediately if you become aware of any unauthorised use of your Account or if your login details are lost or stolen. We shall not be liable for any unauthorised use of your Account.

We may withdraw your Account access. We reserve the right to withdraw access to your account as a result of any behaviour that is deemed abusive, inappropriate or threatening.

- **HOW WE MAY USE YOUR PERSONAL INFORMATION**

For further information about how we use your personal information please see our Privacy Policy.

- **WE MAY MAKE CHANGES TO THESE TERMS**

We may amend these Terms from time to time. Every time you wish to use our Platform, please check these Terms to ensure you understand the Terms that apply at that time. If we make any material changes to these Terms, we will try to give you reasonable notice prior to the change becoming effective. Any change will be effective immediately when the revised Terms are posted on the Platform. You should stop using the Platform if you do not agree to any changes.

These Terms were most recently updated in April 2021. We recommend that you print and keep a copy of these Terms.

- **WE MAY MAKE CHANGES TO THE PLATFORM AND/OR THE SERVICES AND/OR UPDATE**

We may update and/or make changes to the Platform and/or the Services from time to time, for example, to reflect changes in your needs and/or our business priorities or any legal or regulatory changes. We will try to give you reasonable notice of any major changes in advance. If you are not happy with the proposed changes, then you may contact us to cancel your account.

- **WE MAY SUSPEND OR WITHDRAW THE PLATFORM**

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform for business and operational reasons, including (without limitation) for technical or security reasons. We will try to give you reasonable notice of any suspension or withdrawal.

If we need to suspend access to the Platform at any time prior to any Appointment that you have already booked, we will notify you in advance (unless the suspension is due to unforeseen circumstances such as emergency maintenance).

We reserve the right to suspend or terminate your access to the Platform at any time, without notice and without us bearing any liability to you.

TEMPORARY USE LICENCE GRANTED

While you are logged into your Account, you are able to use the Platform and the Services for your professional use.

- **DISCLAIMERS**

Medical Disclaimers: we make no representation or warranty as to the content of any treatment response from You. You and your Patient are solely responsible for all information provided and/or advice given via the Platform.

We do not guarantee that a video consultation is the best course of accessing advice or indeed the appropriate course of treatment for the particular concern of the patient.

General Disclaimers: We make no warranty that the Platform or the Services will meet your requirements or that the Services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected. We are not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

We will take all reasonable precautions to protect against failure of our equipment and software and will perform regular back-ups of all data stored. You acknowledge and accept that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data.

We do not guarantee that the Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology and computer programmes in order to access the Platform. You should use your own virus protection software.

We do not endorse the promotions, products or services of any third parties, nor do we warrant or validate the accuracy of any third party advertisements, promotions, communications or other materials. We do not assume any responsibility or liability for the accuracy of information contained on any third party websites.

- **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We make no representation or warranty as to the content of any treatment response from you. You are an independent contractor and not our employee. You and your patient are solely responsible for all information provided and/or advice given via the Platform

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 contract was made, both we and you knew it might happen.

No liability for inability to use the Platform. we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in connection with the inability to use the Platform;

We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- **CIRCUMSTANCES OUTSIDE OUR CONTROL**

We shall not be responsible if the supply of the Services is delayed or prevented by circumstances outside our reasonable control. If this happens we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or failure.

TERMINATION OF OUR CONTRACT WITH YOU AND CONSEQUENCES

Our right to terminate. We may end the contract between us, terminating your right to use the Platform or the Services, if:

1. you seriously (as determined by us) or repeatedly breach any of these Terms of use;
2. where reasonably necessary as determined in our sole discretion.

We may withdraw the Services . We may write to you to let you know that we are going to stop providing the Services. We will try to let you know in advance of our stopping the supply of the Services.

We will advise you of any termination or suspension via the contact email held as part of your Account.

Your right to terminate. You may cancel your account at any time by sending us an email termination@amedsu.com.

Consequence of termination. On termination of your Account for whatever reason, we have the right to delete all data, files or other information relating to you that we store or control for any reason. Please see our Privacy Policy for further information.

- **INTELLECTUAL PROPERTY**

We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

- **OTHER IMPORTANT TERMS**

We may transfer our rights and obligations 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 ensure that the transfer will not affect your rights under the contract you have with us.

If a court finds part of these Terms 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.

Even if we delay in enforcing these Terms, we can still enforce them 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 breaching these Term, 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.

Which laws apply to these Terms and where you may bring legal proceedings. These Terms are governed by French law and you can bring legal proceedings in respect of the Platform and/or the Services in the French courts.