

## **Terms and Conditions of the SemaPen Programme (Brief Outline):**

The demand for new medications licenced to treat obesity is extraordinary, which is why Semapen have developed a programme designed to cope with high patient volumes, but without compromising on access to expert clinical advice and care.

The “**SemaPen Programme**” uses weight loss medications within a ‘wraparound’ online support programme that can provide both routine and (if required) personalised medical, dietetic and psychological advice. The content of the SemaPen Programme, its website and ordering portal has been created by healthcare professionals with extensive experience in the management of severe obesity.

Please note that as with all medical treatments, there is no absolute guarantee of risk-free success, and it is possible that you will not achieve your desired or predicted weight loss after treatment on the SemaPen Programme. During the registration process we will provide you with access to detailed information to help you make an informed decision, including but not limited to video information, FAQ’s on our website, and warnings regarding the potential risks and side effects (that were widely recognised at that time) and the dangers of providing us with inaccurate information during the self-triage process.

Failure to achieve satisfactory weight loss on treatment can be due to many reasons, especially poor adoption of the changes in eating behaviour and lifestyle that are essential for a successful outcome. Every patient is unique, and we can’t promise that you will reach your personal goals.

Case studies we use on our website and in promotional or other material are provided for information purposes only and do not form any representation as to the weight loss you will achieve.

### **When I join the SemaPen Programme, what do I get?**

What you will receive, will vary depending on the type of care programme you purchase. We offer three types of care programmes as part of the SemaPen Programme (“**Care Programme**”) as follows:

- (a) Silver Care Programme
- (b) Gold Care Programme
- (c) Platinum Care Programme

Further details on each Care Programme and what’s included in them, are available on our website under “What’s Included?” on: <https://www.semapen.co.uk/Mounjaro-programme> and <https://www.semapen.co.uk/Wegovy-programme> and also, in our Conditions, as annexed. However, as a minimum, you will receive:

- (a) monthly subscription for Wegovy or Mounjaro, delivered to your home every 3-4 weeks
- (b) Digital scales delivered to your home when you sign up
- (c) Access to online support and exclusive content through the App, with real-time monitoring of your progress
- (d) Two-way communication with our clinical weight management team
- (e) Option of individual face to face video consultations

### **What is not included?**

The SemaPen Programme does not include replacement digital scales or Wegovy/ Mounjaro, if either of these are lost or broken. Opened medication packets (even if the medication is unused) can not be returned to us due to concerns about potential contamination and incorrect temperature maintenance during shipping.

Save as otherwise included as part of a Gold Care Programme or a Platinum Care Programme, individual face to face consultations are not provided free of charge (but can be added as a chargeable option)

### **Your Obligations**

You must provide us with accurate and complete information during the onboarding process. You must also use the App (as defined in our terms and conditions) to:

Maintain up to date and complete contact and delivery details

Maintain payment card details with sufficient funds to cover the cost of your monthly prescriptions

Register and synchronise your digital scales within 1 week of delivery

Weigh yourself using the digital scales supplied within 1 week of delivery and at least weekly thereafter

Provide us with your GP contact details, so that we can inform your family doctor of you having joined the SemaPen Programme and using GLP1 agonist medication. We will also need to enquire as to whether your GP has any professional concerns about you joining the SemaPen Programme. Please note that if you fail to provide us with your GP contact details, you are unable to join the SemaPen Programme.

You can cancel membership of the SemaPen Programme at any time, subject to our terms and conditions of sale, as set out below. Please ensure you read these terms and conditions in full, before you join the SemaPen Programme. Should you have any questions in respect of the terms and conditions, please contact us to discuss.

## Terms and Conditions of Sale (UK):

These terms and conditions (referred to as the “**Conditions**”) apply to your use of the Semapen services and purchase of products from Semapen. The Conditions apply from when you create an account with us and join the SemaPen Programme (being the digital weight management programme, as explained further on our website <https://semapen.co.uk>). Please read the Conditions carefully as they form the legal contract between you and us. They shall apply to all sales made by Semapen in the UK and shall prevail over any other terms and conditions (if any) that you may seek to apply.

If you have any questions about these Conditions or any aspect of the SemaPen Programme, please contact us by email at [enquiries@semapen.co.uk](mailto:enquiries@semapen.co.uk).

In these Conditions, references to “**we, us, our, Semapen**” mean Semapen LTD, company registration number 09607484 registered at 17D-F Telford Court, Chester CH1 6LT. References to “you, your, customer” means the person who places an order with us for our products and/or services and/or joins the SemaPen Programme.

### 1. The Conditions

- (a) These Conditions (as may be updated, by us, from time to time) apply to all orders placed by you to the exclusion of all other terms and conditions (including, without limitation, any terms and conditions which you purport to apply).
- (b) These Conditions shall supersede any specific product terms that might apply to your order and in the event of any inconsistency with any other terms that might apply, these terms shall prevail.
- (c) These Conditions replace any other earlier conditions and may be changed by us in writing at any time, including by uploading the amended conditions on our website, App or onboarding platform.
- (d) We supply our products and services to customers within the United Kingdom (“**UK**”). If you reside outside of the UK, you must not place an order with us and we will not make any deliveries outside of the UK.
- (e) Any samples, descriptive matter or advertising issued by us, and any descriptions of the products or illustrations contained in our brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the contract between you and us, nor have any contractual force.

### 2. Basis of Contract

- (a) To join the SemaPen Programme, you must complete the online consultation, available on our website and App. Provided that the results of the consultation deem you as suitable to join the SemaPen Programme, you must then select your preferred Care Programme and provide valid, up to date bank / credit / debit card details to commence the subscription to that Care Programme. It is important that you carefully review each of our Care Programmes and select the one that best meets your requirements, because if you subsequently choose to downgrade to a different Care Programme, you may be required to pay us a cancellation fee and, any requests to upgrade to a different Care Programme shall be at our discretion.
- (b) Once you have complied with condition 2(a) above you will then create an online account ("**Account**") using our website or App and payment will be taken for your chosen Care Programme.
- (c) The next step (in compliance with best practice guidelines) is a formal identification check taken in a face-to-face video call which you can book using our online diary. You will be required to provide evidence of your identification, using your passport or driving licence during this consultation. Whilst awaiting this consultation you can continue with the educational section of the onboarding process, but your Account (along with full access to all of the features of the App, delivery of prescription medication and digital scales) will not be activated until after your ID check is completed and your application to join the SemaPen Programme is approved.
- (d) The legal contract between you and us comes in to force at the time we inform you by email that your Account has been activated.
- (e) You must set up an Account with us to be able to receive the products and obtain the benefit of our services. You confirm that you will only hold one Account and agree that we may suspend any duplicate accounts that you may hold.
- (f) The Account can be accessed using the Semapen app, which is a both a web-based application and a native app ("**App**") available to download on both iOS and Android app stores. The App will enable you to have access to a dashboard where you can review and amend details of your subscription to the SemaPen Programme.
- (g) You must keep your access details to your Account secure and confidential. You are responsible for any use of your Account by anyone else.
- (h) We may suspend access to or close your Account at any time and for any reason, including for non-payment, for breach of these Conditions, or for abuse of the SemaPen Programme or Semapen staff.

### 3. Care Programmes

Details of what is included in each Care Programme is set out below:

| Care Programme   | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Silver Programme | <ul style="list-style-type: none"><li>- Monthly Mounjaro/Wegovy pen (as selected)</li><li>- Withings digital scales cloud-linked to the Semapen App</li><li>- Access to the Semapen App</li><li>- Access to the Semapen Academy</li><li>- Learn at your own pace while earning points and badges to celebrate your achievements</li><li>- A personalised dashboard that lets you track your progress, change your dose, delivery and payment schedules, all in one place</li><li>- Exclusive in-house video content from our dietitian team, packed with practical advice to support your weight loss journey</li><li>- Easy to reach us, with quick response times</li><li>- Access to expert advice when you need it</li><li>- Multiple ways to contact us (telephone, email or via the Semapen App - whichever suits you best)</li></ul> |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Gold Programme     | <ul style="list-style-type: none"> <li>- All of the benefits of the Silver Programme</li> <li>- Upgraded digital scales (Withings digital scale) tracking changes in fat, muscle and bone composition in addition to weight and BMI</li> <li>- An initial 30-minute consultation with a specialist dietician to create a bespoke food plan (plus 50% off any further appointments)</li> <li>- Metabolic lab screen for diabetes, under active thyroid, high cholesterol, liver and kidney health, anaemia and vitamin B12.</li> <li>- Personalised 10-month online fitness programme with a dedicated physiotherapist, plus free wearable tracking device</li> <li>- Multivitamins to support your overall health and fill any nutritional gaps</li> </ul> |
| Platinum Programme | <ul style="list-style-type: none"> <li>- All of the benefits of the Gold Programme</li> <li>- 60-minute consultation with an obesity psychologist</li> <li>- Advanced Metabolic lab screen. Same blood test as Gold Programme, plus vitamin D, folic acid, zinc, iron and magnesium. Testosterone and female hormone screen available on request</li> <li>- On-demand (max one per week) consultations with clinical team and intensive one to one support with a specialist dietitian</li> <li>- Advanced multivitamin capsules designed for Wegovy/Mounjaro users</li> </ul>                                                                                                                                                                             |

#### 4. Your Obligations

- i. Semapen is a business-to-consumer supplier of weight loss medications incorporated within a 'wraparound' support programme that can provide medical, dietetic and psychological advice. The content of the SemaPen Programme, the Semapen website and ordering portal has been created by healthcare professionals with extensive experience in the management of severe obesity. These features are intended for use by private individuals acting as consumers.

- ii. It is an express condition of our acceptance of you onto the SemaPen Programme that you are 18 years of age or older, and have provided us with accurate and complete information during the onboarding and self-triage process. You confirm that all information you provide to us is up-to-date, and complete to the best of your knowledge. This includes your medical history and any answers to questions we may ask you before and during any consultation. If you do not understand any question we ask you, please check with us to avoid providing an incorrect answer. You acknowledge that providing us with any incorrect information may negatively impact your health. You further understand and accept that any breach of this condition may result in you being removed from the SemaPen Programme without entitlement to any part or full refund, or appeal.
- iii. We may contact you from time to time to verify that the information we have on file about you is up-to-date, accurate, and complete. You must respond to any such request within the time period specified. We reserve the right to suspend your Account and any deliveries of products if you fail to respond to such requests.
- iv. You must not sell, donate or dispense weight loss medications we have supplied to you under any circumstances. You must only use the products for your own personal use, and not on behalf of anybody else, including friends, partners, or family members. You acknowledge that the recommendations we provide, and the prescription we issue, is tailored to your specific circumstances and may negatively impact the health of anyone else. We accept no responsibility whatsoever for the consequences of any breach of this condition by you or any third-party.
- v. You agree to only use medication or other products we supply to you for the express purpose for which they were intended and in the prescribed manner and we accept no responsibility whatsoever for the consequences clinical or otherwise of any breach of this condition on your part or the part of any third-party.
- vi. You must provide us with your GP contact details so that we can inform your GP that you have joined the SemaPen Programme and enquire as to whether your GP has any concerns about you joining. This may be due to any undisclosed medical or psychological conditions. We are willing to allow a grace period and start you on the SemaPen Programme whilst waiting for the GP details to be provided, as we understand these are not always readily to hand during onboarding. However, if you subsequently fail to supply the GP details, you will be removed from our SemaPen Programme, without any liability on our part.

- vii. As part of our SemaPen Programme, and irrespective of which Care Programme you choose, you will be supplied with a digital scale. This will be issued around the same time as your first product. You must (i) register the digital scales on the App, using the “Connect Scales” option. This must be done promptly after you receive the digital scales, to ensure you are able to participate in the SemaPen Programme; and (ii) weigh yourself at least once a week to continue to receive the products from us. We are willing to allow a grace period when you start the SemaPen Programme, but if you fail to register the digital scales and/or provide us with a baseline weight reading and weekly weigh-ins thereafter, you may be removed from the SemaPen Programme, without any liability on our part.
- viii. Provided that you remain on the SemaPen Programme for at least 3 consecutive months, you will be entitled to keep the digital scales at no cost to you. However, if you suspend or discontinue your subscription to the SemaPen Programme within the first 3 months of joining (but outside of your statutory 14 day right to cancel), we will not accept a return of the digital scales, even if unused and you must cover the costs of the digital scales in full (at the price we notify to you).

## **5. Statutory 14-day cooling off period**

- (a) You have a statutory 14-day cooling-off period to change your mind after signing up to the SemaPen Programme. To protect your rights, we will normally dispatch your pen and digital scales and book your blood test, only after this 14-day period has ended.
- (b) However, if you request earlier delivery, or request for an earlier booking for your blood test, we can arrange this for you. If you subsequently choose to cancel your subscription to the SemaPen Programme within the 14-day cooling-off period, after receiving the pen and/or digital scales or, after your blood has been tested, you will only be entitled to a refund for the digital scales, provided that they have not been used. You will not be entitled to a refund for the pen, as the pen is dispensed to you on a medical prescription basis, and you further will not be entitled to a refund of the blood test, as this service will have been performed in full.
- (c) You must return the digital scales to us within 14 days of your cancellation notice to receive a full refund for the digital scales. We are entitled to make a deduction from this refund if the value of the digital scales has been diminished by handling beyond what is necessary to establish the digital scales nature and characteristics.

(d) To exercise this cooling-off right, you must inform us by emailing us at [enquiries@semapen.co.uk](mailto:enquiries@semapen.co.uk).

**6. Cancellation charges for early termination, downgrades or suspension (outside of the 14 day cooling off period)**

(a) In certain circumstances, a cancellation charge will be payable by you, to us, if:

- i. you cancel the SemaPen Programme (outside of your statutory right to cancel within 14 days); or
- ii. you downgrade from one Care Programme to another Care Programme; or
- iii. we suspend or cancel your Account for any of the reasons set out in these Conditions (for example your failure to make payments on time, or your failure to provide the required GP details or to register the digital scales within the stipulated time period).

Details of the cancellation charges, and when they will apply are set out below:

Cancellation of Wegovy:

| Care Programme (Wegovy) | Cancellation Period                                                    | Cancellation charge                                                                                                                                                  |
|-------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Silver Programme        | In the first 3 months, subject to the 14-day statutory right to cancel | £90.00 if the Silver Programme is cancelled within 3 months of commencement or, if you order less than three pens                                                    |
| Gold Programme          | In the first 3 months, subject to the 14-day statutory right to cancel | £350.00 if the Gold Programme is cancelled or downgraded to a Silver Programme within 3 months of commencement or if you order less than 3 pens                      |
| Platinum Programme      | In the first 3 months, subject to the 14-day statutory right to cancel | £550.00 if the Platinum Programme is cancelled or downgraded to either the Gold Programme or the Silver Programme within 3 months, or if you order less than 3 pens. |

Cancellation of Wegovy:

| <b>Care Programme (Mounjaro)</b> | <b>Cancellation Period</b>                                             | <b>Cancellation charge</b>                                                                                                                                           |
|----------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Silver Programme                 | In the first 6 months, subject to the 14-day statutory right to cancel | £90.00 if the Silver Programme is cancelled within 6 months of commencement or, if you order less than six pens                                                      |
| Gold Programme                   | In the first 6 months, subject to the 14-day statutory right to cancel | £350.00 if the Gold Programme is cancelled or downgraded to a Silver Programme within 6 months of commencement or if you order less than 6 pens                      |
| Platinum Programme               | In the first 6 months, subject to the 14-day statutory right to cancel | £550.00 if the Platinum Programme is cancelled or downgraded to either the Gold Programme or the Silver Programme within 6 months, or if you order less than 6 pens. |

- (b) You must not use the products and/or the SemaPen Programme for any unlawful purpose. We will not be liable for any costs, damages or losses arising from any use by you of products and/or SemaPen Programme in breach of applicable laws and these Conditions.

## **7. Orders**

- (a) Your prescription medication (being the Mounjaro/Wegovy pen) is included within your chosen Care Programme and will be ordered by an authorised, qualified health professional and dispensed by a pharmacy chosen by us. Provided that you keep up with your monthly subscription payments, on their due dates, and you comply with these Conditions, we will automatically dispense your prescription each month. This will continue for the duration of your subscription to the SemaPen Programme.
- (b) The onboarding process is designed to ensure appropriate triage, client education and informed consent and customers are asked to complete declarations confirming their understanding of the treatment risks and benefits. You must also verify that the information provided during onboarding is accurate. Until these steps have been completed along with an ID verification check during a face-to-face video call with our team your prescription will not be processed.

- (c) In completing the onboarding process and joining the SemaPen Programme, you agree to waive all and any rights to any compensation whether in contract or in tort be that financial or otherwise that might arise as a consequence of you being removed from the SemaPen Programme by us, due to a breach of any of your obligations set out in these Conditions.
- (d) If for any reason we are unable to dispense your prescription, for example due to limited supplies of weight loss medications, we will notify you.
- (e) At our discretion we may pause the onboarding process depending on availability of medication. We can refuse to accept a request to join the SemaPen Programme and/or a request to upgrade to a different Care Programme, for any reason and we will notify you if your request is rejected.
- (f) When joining the SemaPen Programme, you will be asked to confirm the Care Programme and products you would like to subscribe to. You are responsible for accurately identifying the Care Programme and the products you need and ensuring that your order for that Care Programme and those products is complete and accurate. Our online subscription process allows you to check and amend any errors before submitting your request. Please check your request carefully before confirming it and select the Care Programme and products that best meets your requirements. If you choose to downgrade to a different Care Programme, you may be required to pay us a cancellation fee.
- (g) You confirm that you have all necessary permissions and consents to pay for the products using the credit / debit card details registered against your Account.
- (h) You can cancel your subscription to the SemaPen Programme at any time. If, however, a prescription is in process, then your cancellation will only come into effect after that process has completed (so you must pay for that product in full). To avoid a prescription being dispensed, we require four business days' notice before that prescription is due to be dispensed, to cancel your subscription to the SemaPen Programme.
- (i) You may request to change the dosage of a product and/or amend the type of product you receive, by notifying us, using the dashboard on the App. Following receipt of such notice, we will work with you to identify a suitable, alternative product/dosage. Please note that we must receive at least four business days' notice before your current prescription is due to be dispensed, to effect this change. Otherwise, your change will take effect the following month.

## **8. Delivery**

- (a) All products that you may choose to receive following our recommendations are dispensed by our chosen pharmacy (the “**Pharmacy**”). We will provide the Pharmacy with a valid prescription for the product and instruct them on your behalf to dispense and arrange delivery of the products you have selected as part of your subscription to the SemaPen Programme.
- (b) Unless we say otherwise, the price quoted includes delivering the products to the delivery address registered against your Account. You are responsible for ensuring the accuracy of the delivery address details provided to us is maintained at all times.
- (c) Medication is delivered using a cold chain supply (this means the drug is kept at a cool temperature whilst in transit to you, designed to last for up to 36 hours after it is dispensed by the Pharmacy). If for any reason you are unable to accept the delivery or have provided us with inaccurate or ambiguous delivery information, there is a risk that the medication will become too warm. In this event it may have to be destroyed, even if returned to us. If the manufacturer’s packaging has been opened, this will also render the product unusable, even if returned to us. In these circumstances, or any other which in our sole opinion the medication or digital scales are not resaleable, you will not be entitled to any refund or compensation of any kind.
- (d) Due to the nature of the products, you may be asked to sign to take receipt of the products. If you fail to take delivery of the products or fail to give us adequate delivery instructions at the time given for delivery, without affecting any of our rights and any action we may be entitled to take, we may: (i) charge you for the reasonable costs (including insurance) related to reissue of the prescription and redelivery of the products; and (ii) charge you for the products we attempted to deliver.
- (e) If you fail to take delivery of the products you will not be entitled to a refund and we will not be responsible for any loss of goods due to you that results from an unsuccessful attempt at delivery, or mis-delivery to an incorrect address (save in circumstances where we or the Pharmacy have been negligent). We will liaise with the Pharmacy in an attempt to arrange re-delivery of goods that remain in the Pharmacy’s possession, or the possession of the courier, provided it is clinically safe to do so (see condition 8c above), but you will be liable to any additional charges we might incur as set out above. If you have any queries or disputes, including claims that your product was not delivered or was delivered to the wrong address, you must inform us immediately, and in any event within 1 day of when delivery should have taken place. It is important that you notify us immediately, so that we can liaise with the Pharmacy to investigate this matter for you and make enquiries with the courier as to how delivery was made. Our decision (as agreed with the Pharmacy) shall be final.

- (f) If you wish to reschedule a delivery, please contact our customer service team via the App as soon as possible. We require a minimum of 4 business days' notice prior to the scheduled delivery date to reschedule a delivery. If you fail to provide the notice required under this clause, we will be unable to reschedule your delivery and payment will be taken for the product from your registered credit / debit card.
- (g) As the products are delivered in monthly instalments, each delivery will form a separate contract and failure to deliver any one or more of the instalments in line with these Conditions will not render the whole subscription as terminated.
- (h) We may take additional payments from you to cover any extra costs we incur in arranging or re-arranging delivery of the products to you. Examples include weekend deliveries and re-delivery charges.
- (i) Any dates quoted for delivering the products are only approximate and we do not guarantee delivery on a particular date.
- (j) A courier photograph of the delivered products, or a signature on a delivery note, drop sheet or electronic proof of delivery by any person present at the delivery address will be evidence that you have received delivery of the products in full.
- (k) At any time, we can stop making deliveries and demand payment for any products we have already supplied to you, no matter what previous agreement or arrangements have been made.

## **9. Price**

- (a) The monthly price of the Care Programme is based on the dosage strength of the Mounjaro or Wegovy pen supplied. During the course of your Care Programme subscription, it is expected that you will gradually increase to a higher dosage strength of the Mounjaro or Wegovy pen (as applicable). We reserve the right to increase the price of the Care Programme to reflect the price applicable to that higher dosage at the time the change takes effect.
- (b) Any price increase under condition 9(a) will:
  - (i) be set out on our website and clearly communicated to you via the App in advance of the higher dosage being supplied;
  - (ii) apply only from the next month's subscription billing cycle when the dosage changes; and
  - (iii) reflect our standard published price for the relevant higher dosage at that time.

- (c) You will have the opportunity to review and accept the revised price before the higher dosage is supplied. If you do not wish to proceed at the increased price, you may request that the dosage is held or decreased (see condition 7(i) above) or cancel the subscription to the Care Programme by using the chat facility option provided in the App. We must receive notification to cancel at least four business days before the pen is due to be dispatched, to ensure payment is not taken. Cancellation fees may apply as set out in condition 6(a) above.
- (d) The price does not include any value added tax (VAT), government tax or duty which (if deemed applicable in the future) will be charged and payable in addition to the price at the time when payment for the Care Programme is due.
- (e) We may also adjust the subscription price of the Care Programme where the manufacturers of Wegovy or Mounjaro increase its wholesale or list price for the pens, and such increase directly affects our cost of supply. Any price increase under this condition 9(e) will:
  - (i) be proportionate and limited to the change in dosage or the increase in the manufacturers' price;
  - (ii) be clearly notified to you by email in advance of the change taking effect;
  - (iii) apply no earlier than the next monthly billing cycle following notice; and
  - (iv) reflect our standard price at that time for the relevant dosage.
- (f) You will have the opportunity to review and accept the revised price before the updated price is charged. If you do not wish to continue the subscription to the Care Programme at the revised price, you may cancel the subscription by using the chat facility option provided in the App. We must receive notification to cancel at least four business days before the pen is due to be dispatched, to ensure payment is not taken. Cancellation fees may apply as set out in condition 6(a) above.
- (g) We will be entitled to charge, and you will pay for, products you ordered in error from time to time where applicable.

## **10. Payment**

- (a) We will collect payment for each prescription of weight loss medication we issue in your name using the nominated debit or credit card details you supplied when opening your Account during onboarding (or as updated by you from time to time through the App). This charge will include any applicable

VAT, tax or duty. You confirm that the payment method being used belongs to you or is being used with appropriate authorisation from the owner.

- (b) You must pay the price of the products and any other amount due to us (without deduction) before we supply medication to you and ensure we receive cleared funds into our bank account at least 5 days before your next delivery of medication is due. These payments will be automatically collected by us as a subscription to the SemaPen Programme using the preferred payment card details you supplied to us.
- (c) It is a material term of this contract that you pay for the products on time. If you change or lose the debit / credit card that's registered against your Account, you must substitute details of an alternative payment card immediately by contacting us directly or using the My Account section of the App or your next order will be cancelled. The courier or our agents cannot accept payment directly or via telephone or BACS.
- (d) All payments are subject to the approval of the issuer, and we will not be responsible if the payment fails verification or if the issuer refuses to accept or honour the payment for any reason. We may also report any suspicious transactions to the relevant authorities. We may decline to accept or take any payment without giving any reason. Please note that it can take 2 to 3 days (excluding weekends and bank holidays) to process your payment. Issues with your chosen payment method may result in delays to delivery of products.
- (e) If you fail to make a payment by the due date, without affecting our other rights and remedies, we may: (i) cancel the contract or cancel your subscription to the SemaPen Programme and suspend any further deliveries of products; (ii) charge you for all and any reasonable costs and expenses incurred for the collection of any payments due (including but not limited to a charge of £25 on each event that any debit or credit card presented fails to allow an automated payment to be taken for any reason). A £50 arrears charge will be issued on each transaction whereby the collection of any sum due to us is referred to a third-party collection agency or legal agents including solicitors); and (iii) charge you interest (both before and after any judgment) on the amount you have not paid. We will use an annual rate of 2% above National Westminster Bank's base rate until you pay us in full. We will treat a part of a month as a full month for the purpose of working out interest.
- (f) You are not entitled to withhold payment or use any amounts as a set off against any amount we may owe you.
- (g) If you are liable to us, and as a result owe us money under these Conditions or otherwise, we may use any amount you owe us to pay off any amount that we may otherwise owe you.

- (h) To prevent bank fraud, it is important to keep your account information secure and not to provide your bank details to unauthorised persons. We do not accept responsibility if you transfer funds to an incorrect account.
- (i) A direct debit will be set up against the credit / debit card registered against your Account, for collection of the monthly subscription fee.

## **11. Risk and property**

- (a) You will not own any of the products in any circumstances until we have received cleared funds for all sums due to us in respect of: (i) the products; and (ii) all other sums which are, or which become due to us from you.
- (b) The products (which include the medication and digital scales) shall be at your risk once delivery is made by the courier.

## **12. Liability**

- (a) We will not be liable to you for any shortages in the supply by us of medications and scales used in the SemaPen Programme, short-dated stock, or any faults in the products, unless you give us notice of the fault within three (3) working days of delivery using the App.
- (b) If you do not comply with the provisions of condition 12(a) you shall be bound to accept and pay for products supplied by us and all claims in respect of non-delivery, loss, damage, defect or non-compliance shall be wholly barred.
- (c) We will not be liable in any circumstance for any faults in the products caused by abnormal storage conditions, deliberate damage, negligence, failure to follow instructions or misusing the products. We will also not be liable for claims for any products which you have marked in any way.
- (d) It is your responsibility to check the products for quality defects or shortages promptly on receipt of your delivery.
- (e) We are only liable to you for losses which you suffer as a direct result of our breach of these Conditions and which are reasonably foreseeable. Unless otherwise required by applicable law, our liability to you for any claim arising from the subject matter of these Conditions and the use of any products shall be limited to the amounts paid to us by you in the 6 months preceding the date of any claim.
- (f) We will not be liable to you for any pure economic loss, consequential loss, loss of profit, loss of business, depletion or loss of good will (in each case whether indirect or direct) you suffer from our supplying any goods or how you use or resell them.

- (g) Nothing in these Conditions excludes or in any way limits our liability for fraud, or for death or personal injury caused by our negligence, or any other liability that may not be excluded or limited under English law.
- (h) We will not be liable for circumstances beyond our control, including but not limited to trade disputes, poor weather, breakdowns or natural disasters.
- (i) Our employees or agents are not authorised to make any claims about the products unless we confirm the claims in writing.
- (j) We will not be liable for any advice or recommendation our employees or agents give you about storing or using the products unless we confirm this information in writing.

### **13. Returns and stopping your subscription**

- (a) Faulty goods: You may return at any time a product that is faulty. For medication pens 'faulty' is defined as the (i) the liquid in the pen is cloudy and/or contains solid particles at the time of delivery; (ii) the pen's delivery mechanism (usually a twisting action to pre-load the dosage) does not work. Pens thought to be faulty should be returned to Semapen for inspection and if at our sole discretion we agree a fault is present, a replacement will be issued. Please note faulty digital scales should be returned directly to the manufacturer (Withings) and not to Semapen. We advise you speak to one of our customer relations team before returning the digital scales so that we can talk you through the set-up process in case of user error. The customer relations team can be contacted via the chat facility option provided in the App.
- (b) You can pause or stop receiving the products at any time by updating the details on your Account. If we are already in the process of completing the monthly payment cycle at the time when you update your details or close your Account, you will still be charged for that month's subscription charge.
- (c) If you close your Account, you will no longer be able to access any information held in it, and you will not be able to obtain any further consultations or products.
- (d) If you close and then subsequently re-open your Account you will not be eligible for a new digital scale.
- (e) We may request a new consultation with you at any time in order to ensure that we are providing you with the most appropriate advice and recommendations. If you do not participate in a new consultation when requested, we may suspend your Account and any deliveries of products.

- (f) We may also suspend your Account and any deliveries of products if:
- (i) We cannot authorise any payment for any reason.
- (ii) Your payment details or contact details are out of date or have expired.
- (iii) You have failed to comply with these Conditions in any way.
- (iv) The requested product(s) are unavailable or out of stock.
- (v) In our professional opinion, the recommended product(s) are no longer appropriate.
- (vi) There has been a mistake on the pricing or the description of the products.

#### **14. Money-Back Guarantee**

- (a) If you complete the 12-month SemaPen Programme and fail to lose at least 5% of your Starting Weight (as defined below), we will offer a full or partial refund of the money you have paid us (see condition 14(c) below). The terms of the refund deal are as follows:
  - 'Starting Weight' is defined as your first recorded weight on our system after registering the Withings digital scales on your Account (subject to compliance with paragraphs b and c below).
  - You must register your digital scales on the App within 1 week of delivery.
  - You must weigh yourself using the digital scales provided within 1 week of receiving them.
  - You must complete the full 12-month SemaPen Programme without any breaks in treatment, confirmed by your order history.
  - You must provide a final weight recording via the App within 7 calendar days of the 12-month anniversary date of your registration on the App.
  - You must demonstrate that you have engaged with the SemaPen Programme. This would include evidence that you have followed advice given by our support team and that you have submitted weight data to us from the digital scales via the App at least once a week throughout the 12-month SemaPen Programme.
- (b) If you lose 5% body weight or more at any time during the 12-month SemaPen Programme you will not be eligible for a refund should you subsequently regain weight.
- (c) In the event of a claim received at the end of the 12-month SemaPen Programme we will calculate the % of your Starting Weight lost and give a

pro-rata refund of the total fees paid to Semapen over the 12 months you were on our SemaPen Programme. This means that (compared with your Starting Weight) you have lost no weight 12 months later, you would be entitled to a 100% refund. If you had lost 2.5% of your Starting Weight after 12 months, you would receive a 50% refund. If you had only lost 1% it would be an 80% refund.

- (d) To claim your refund you must notify us via the Semapen App within 14 calendar days of the 12-month anniversary date of your registration on the App. Claims received after this date will not be eligible for the money back guarantee scheme and no refund will be due.
- (e) In the event of any dispute regarding your compliance with the above terms and your eligibility for any refund (including the % refund given), provided that Semapen have acted reasonably and in accordance with these Conditions we will determine whether your claim is genuine (based on amongst other things an analysis of your pattern of weight loss over the course of the SemaPen Programme) and you agree to accept our decision as final.

## 15. Your personal information

- (a) The following definitions apply in this condition 15:

**Personal Data:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

- (b) How we use any Personal Data you give us is set out in our Privacy Notice.
- (c) We will process your Personal Data in accordance with the terms of the Data Protection Legislation and our Privacy Notice.
- (d) If you wish to amend or update your Personal Data, wish us to delete your Personal Data, or have any questions about how we process your Personal Data, please contact us via the App or see the contact us information provided in the Privacy Notice.

## 16. General

- (a) We will be entitled to transfer to any other person all or any of our rights or the benefit of those rights created by any contract between us and you to which these Conditions apply (or both).
- (b) You will not be entitled to transfer to any other person or company all or any of your rights, or the benefit of those rights, created by any contract between us to which these Conditions apply.
- (c) Any notice given under these Conditions must be in writing and addressed to:
  - (i) you at the agreed delivery address or any other address you have told us about; or
  - (ii) us at our registered office set out above. Please mark any notice for the attention of the Company Secretary.
- (d) No waiver or retraction of a waiver by us under these Conditions will be valid or binding unless it is in writing and signed by us. Our failure to exercise any right under these Conditions, or to require your performance of any provision under these Conditions, or our waiver of any breach of these Conditions, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of these Conditions.
- (e) If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- (f) Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- (g) These Conditions are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.