



Ascenti's Digital Triage Terms of Service

1 THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we make our Digital Triage Platform (“Platform”) available to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you make use of the Platform. These terms tell you who we are and how we will provide access to the Platform to you. 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 the Ascenti Group trading through Ascenti Physio Limited (Company Number 04530716) and Ascenti Health Limited (Company Number 03225768) which are companies incorporated in England & Wales and whose registered office is Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ. Our registered VAT number is 208 2267 25. We have been appointed by Vitality Corporate Services Limited (“VitalityHealth”) in order to provide physiotherapy services to members covered by a policy provided by VitalityHealth or members of its group.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0330 124 7271 or by writing to us at Ascenti Physio Limited, Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ or by sending us an email to vitality@ascenti.co.uk.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 **“Writing” includes text messages and emails.** When we use the words “writing” or “written” in these terms, this includes letter, text messages and emails.

3 SERVICE AND AVAILABILITY

- 3.1 We will provide you with access to the Platform, which enables us to capture certain information about you and to carry out an initial triage of your symptoms in order to signpost you to what may be the most appropriate care based on the answers you provided to the questions asked on the Platform (“Service”).
- 3.2 Subject to your full and continued compliance with all your obligations pursuant to these terms of service, we grant you a limited, personal, revocable, non-exclusive, non-sub-licensable and non-transferable right to use the Service and access the Platform for the above purposes (but not further or otherwise).
- 3.3 The Service is not intended nor implied to be a substitute for professional medical advice nor is it intended to be for medical diagnosis or treatment.
- 3.4 To obtain access to the Platform and receive the benefit of the Service, you must be a VitalityHealth policyholder or otherwise covered by a policy provided by VitalityHealth or members of its group.
- 3.5 In order to ensure that the Service, and your access to the Platform, is provided in the most efficient manner, VitalityHealth may provide us with certain information about you and your policy. This information may include: your full name, contact details (including telephone number, email address and postal address), your date of birth, your gender and information about your policy (including membership number, whether you have an excess and, if so, what the excess amount is and your policy type (i.e. whether it is a corporate or individual scheme)). This list is not exhaustive and VitalityHealth may provide further details about you or your policy if they or we consider it necessary or desirable in connection with the provision of the Service or your access to the Platform. We will process any personal data provided by VitalityHealth in accordance with our Privacy Policy (see clause 6 below).

4 TRIAGE

- 4.1 The guidance and information on the Platform is provided as a general guide only and is not intended to be construed or interpreted as medical or other professional advice. Such information and opinions should not, therefore, be relied upon or treated as a substitute for specific medical advice relevant to your particular circumstances. Any specific medical advice should be sought from a GP or other relevant medical expert/ health professional.
- 4.2 The guidance and information on the Platform is not intended to be used for medical diagnosis or treatment and should be used only to signpost you to the most appropriate care based on the information provided. You should not delay seeking medical advice, disregard medical advice or discontinue treatment on the basis of information made available on the Platform.
- 4.3 The Platform is not intended to be used in relation to any condition or symptoms that require urgent medical attention. If the matter you have contacted us about is an emergency or otherwise requires urgent treatment then immediately seek medical assistance by contacting 999 or 111.
- 4.4 The Platform is not designed to be used by anyone under 18 years of age and anyone under 18 years of age should seek medical advice from a GP or other relevant medical expert/ health professional

5 CHANGES TO TERMS

We may make changes to these terms, at any time. You will be legally bound by the updated and amended terms from the first time that you use the Platform after we publish the changes on it.

6 PRIVACY POLICY

Our privacy policy (<https://www.ascenti.co.uk/privacy>) also applies to your use of our Platform. The privacy policy sets out the terms on which we process any personal data that we collect from you or that you or VitalityHealth provide to us. By using the Platform, you consent to such processing and you warrant that all data provided by you is accurate.

7 WARRANTIES AND INDEMNITIES

- 7.1** While we endeavour to ensure that the Platform content is accurate, complete and up-to-date, we make no representations or warranties, whether express or implied, as to the accuracy, completeness or fitness for purpose of such information or that such information meets any of your specific health or medical requirements.
- 7.2** We make no warranties or representations that the:
- 7.2.1** Service shall be available to you at all times and without interruptions, faults or disturbances;
- 7.2.2** Service shall be effective or the use of the Service shall lead to certain results; or
- 7.2.3** information provided through the Service shall be accurate, up to date and complete.
- 7.3** We may provide application programming interferences to allow integration of the Service with other services and platforms. We are not responsible for (and expressly disclaims all liability to you) for such other services and platforms which the Service integrates with or which integrates with the Service.
- 7.4** We make no representations or warranties, whether express or implied, that the Platform content or any software of any nature available on, downloaded or otherwise obtained from the Platform, will be free from defects or viruses.
- 7.5** You guarantee that you will not use the Service and/or the Platform in a way that:
- 7.5.1** infringes our rights or rights of third parties, including but not limited to intellectual property rights or rights in relation to the protection of privacy;
- 7.5.2** is contrary to any current legislation or regulations; or
- 7.5.3** is contrary to any provision in these terms of service.
- 7.6** You agree to indemnify us against all costs, claims, damages and expenses which we incur as a result of any claim by any third party arising out of a breach by you of clause 7.5 above.

8 LIABILITY

- 8.1** We shall not be liable for any loss or damage that may arise from any errors or omissions in any of the materials or information provided to you on the Platform or otherwise from any reliance by you on such material or information.
- 8.2** We do not accept any liability to you if we fail, or are interrupted or delayed in performance of any obligations because of:
- 8.2.1** the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated or provided by you or any third party; or
- 8.2.2** any other event not reasonably in our control.
- 8.3** Save as set out in the Ascenti Patient Terms (<https://www.ascenti.co.uk/terms-conditions>) where you are a patient receiving treatment from us, we exclude any liability whatsoever arising from the use of the Platform or the Services, to the fullest extent permitted by law. We shall not be liable for any loss or damage whatsoever and howsoever incurred including but not limited to any direct, consequential or indirect loss or damage, or any loss or damage to goodwill or profits or any anticipated loss of savings incurred by you, or loss of data or loss of business opportunity, or economic loss whether arising in tort, contract, equity or otherwise and arising out of, in relation to, or in connection with your access to, use of, or inability to use the Platform or Services. We do not exclude our liability (if any) to you for personal injury or death resulting from our negligence, fraud or for any matter which it would be illegal to exclude or to attempt to exclude.

9 PATIENT TERMS

- 9.1** If you make an appointment with one of our healthcare professionals our Patient Terms (<https://www.ascenti.co.uk/terms-conditions>) will apply with regard to the provision of treatment to you.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1** All copyright and all other intellectual property right existing in the Platform (including, but not limited to, all design, text graphics and the selection or arrangement thereof) are and remain our property or that of our licensors. Please note that any information or material created by third parties and made available to use on the Platform is also protected by copyright laws and treaties around the world and all such rights are reserved. Unauthorised use of any of the Platform content including reproduction, storage, modification, distribution or republication without prior written consent of Ascenti or, where applicable, the respective copyright owner(s), is prohibited.
- 10.2** The expression 'copyright' shall include the entire copyright, design right, rental right, right to authorise or prohibit and data right subsisting now or created at any time.

11 OTHER IMPORTANT TERMS

- 11.1** We may assign or subcontract rights and obligations arising from these terms of service to third parties and will notify you of this.
- 11.2** If we waive, in whole or part, any rights available to us under these terms of service on any occasion this does not mean that those rights will automatically be waived on any other occasion.
- 11.3** If any provision of these terms of service are held to be invalid, unenforceable or illegal for any reason, the clause shall be severed from the terms of service and the remainder of the terms of service shall continue in full force.
- 11.4** These terms of service and the use of the Service are governed by the laws of England and Wales.