

# THRIVA CUSTOMER TERMS

Last updated: [12/11/2018]

These **Thriva Customer Terms** govern your order, and our performance, of the services we make available from **www.thriva.co** (the “**Site**”), a website operated by **Thriva Limited** (“**we**”/“**us**”/ “**our**”).

**PLEASE READ THESE THRIVA CUSTOMER TERMS CAREFULLY. BY SUBMITTING AN ORDER FOR SERVICES TO US YOU AGREE TO BE BOUND BY THESE THRIVA CUSTOMER TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE THRIVA CUSTOMER TERMS, YOU MUST NOT SUBMIT ANY ORDERS FOR SERVICES TO US.**

**You acknowledge and agree that the Services are not a substitute for emergency medical services, actual medical diagnosis or consultation with a doctor, and that the information contained in the Report does not constitute medical advice and/or recommendations for medical treatment and you will not rely on it as such.**

## **INFORMATION ABOUT US AND CONTACT METHODS**

1. We are a company registered in England and Wales. Our company registration number is 09828160 and our registered office address is: Thriva Ltd, 2nd Floor, 1 Hardwick Street, London, EC1R 4RB. Our registered VAT number is: 236 9145 92
2. You may contact us by using this email address: [hello@thriva.co](mailto:hello@thriva.co).
3. If we need to contact you, we will do so by writing to you at the email address you provided to us in your order.

## **INFORMATION ABOUT THESE TERMS**

4. These Thriva Customer Terms do not apply to:
  - (a) your use of our website generally. Instead, please refer to our **Thriva Website Terms & Conditions** which is made available [here](#); or
  - (b) our processing of personal data we collect from you, or that you provide to us. Instead, please refer to our **Privacy Statement** which is made available [here](#).
5. We may revise these Thriva Customer Terms from time to time in our sole discretion. The version of the Thriva Customer Terms which exists at the time you place your order will be the terms which govern the Services contract. Please check this page before you submit an order for Services, as this version may be different from the version(s) which applied to previous order(s) for Services you submitted. References to the Thriva Customer Terms in this document refer to the Thriva Customer Terms as amended and updated and in place from time to time.

## **GEOGRAPHICAL RESTRICTIONS**

6. Thriva's Services are not available to customers in locations outside the United Kingdom. Customers access our Site and the Services on their own initiative and are responsible for compliance with local laws.

### **INFORMATION ABOUT THE SERVICES**

7. The services which you are ordering consist of:
  - (a) Delivery of a blood sample kit ("**Kit**") by an external third party laboratory ("**Laboratory**");
  - (b) Blood testing which is carried out by a Laboratory (as further detailed in clause 8); and
  - (c) Preparation of a report containing general healthcare and lifestyle advice relating to the type of blood testing carried out by the Laboratory ("**Report**") produced by an external doctor (as further detailed in clause 9) which will be presented to you via your Account dashboard.

(the "**Services**").

Please note that, as well as via the Site, we may also sell or give away Kits at trade shows, at pop-ups or other similar promotions where the recipient of the Kit is not yet registered with us ("**Thriva Retail Kit**"). References to Kits in these Thriva Customer Terms include references to Thriva Retail Kits, in all instances except where the reference is specific to making an order online.

8. The blood testing is carried out by a Laboratory engaged by us. We reserve the right to change the Laboratory from time to time without notice. We will pay the Laboratory directly for both the Kit and the blood testing services on your behalf at cost. The cost of this will be shown separately on our invoice to you.
9. The Report will be prepared by an external doctor engaged by us who is both registered with the General Medical Council and holds a licence to practise ("**Doctor**"). We do not guarantee that the Doctor who provides the Services in respect of one order will be the same as the Doctor who provides the applicable aspects of the Services in respect of a subsequent order. We will pay the relevant Doctor directly for this service on your behalf at cost.
10. If you have any questions about the Services, please email [hello@thriva.co](mailto:hello@thriva.co) and we will arrange a consultation with our team. The Services do not include any telephone or in-person consultation with a doctor.
11. We will endeavor to ensure that the Doctor and the Laboratory, perform the Services with the best skill, care and diligence in accordance with best practice in their profession.

### **SUBMITTING ORDERS AND FORMATION OF CONTRACT**

12. To submit an initial order, you must register for or log in to your account on the Site ("**Account**") and, via your personal profile dashboard, provide the requested information.

13. Our acceptance of your order for Services will take place when we email you to accept it, at which point a Services contract will come into existence between you and us on the basis of these Thriva Customer Terms. You confirm that you request immediate performance of this contract for Services.
14. If we are unable to accept your order, we will inform you of this by email and we, on behalf of the Laboratory and the Doctor, will not charge you for the Services (or shall refund you). For example, in the case of unexpected limits on resources which we, the Laboratory or the Doctor could not reasonably plan for. You acknowledge that a refund of any amounts paid will be your only available remedy if we are unable to accept your order after it has been placed.
15. For Customers not opting for our subscription product, if you request further blood tests (including re-tests), each such request constitutes an additional and separate order which we will notify you as being accepted by us pursuant to these Thriva Customer Terms.
16. For Customers opting for our subscription product, your initial order constitutes acceptance of the Thriva Customer Terms for all subsequent tests.

#### **PRICE AND PAYMENT**

17. The price of the Services (which includes VAT) will be the price indicated on the order pages of the Site when you placed your order. We will provide you with an invoice on request, which, as per clauses 8 and 9 will set out the Laboratory's costs of the Kit and the blood testing services and, where relevant, the Doctor's costs of the Report preparation.
18. Payment of the price of the Services shall be made at the time you place the order. We will not accept your order for Services until payment has been received by us. As per clauses 8 and 9, we will pay the relevant amounts to the Laboratory and the Doctor on your behalf.
19. For Customers opting for our subscription product, Payment for subsequent tests will take place on the next test date specified in your dashboard.
20. For Customers who have ordered a one-off test, but have a recommended re-test date for a subsequent test, Payment will only take place if the Customer confirms they want the test.

#### **BLOOD TESTING PROCESS**

21. Unless you are handed a Thriva Retail Kit or purchase one from a member of our team in person, we will usually post the Kit to you on the next working day after we have accepted your order. This Kit is for you to collect your own blood sample in accordance with the blood collection protocols provided, and contains instructions on how to submit your blood sample along with a request form. You must complete your personal details on the form provided entitled "request form" – and also on the blood sample(s). You acknowledge that blood samples that are not fully and correctly labelled cannot be processed. It is not possible to make changes to the request form once it has been sent to the Laboratory.

22. The validity of the Kit will expire after 60 days of delivery to you, so you are required to collect and post your blood sample to the Laboratory at the address provided within that period. You acknowledge that test outcomes depend on the quality of the blood sample provided by you, so you agree to adhere to the blood collection protocols provided. If you do not follow these protocols a defective or partial test result may occur. We may, at our discretion, give you the opportunity of re-testing free of charge if a partial result is reported by the Laboratory, and/or similarly if your blood sample was clotted at the time of receipt by the Laboratory.

## **THE REPORT**

23. We anticipate that the Report will typically be available within 2-7 working days from the date your blood sample is received by the Laboratory. We will notify you by email that your Account dashboard has been updated accordingly.
24. The Report is prepared solely on the basis of your blood sample and the information which you have provided to us, without access to your full medical records. Whilst tailored to your personal information, you understand the Report is generic in nature.
25. This means that (i) you must not rely on the Report to diagnose or treat suspected or actual medical conditions; and (ii) you are solely responsible for any actions you do (or do not) take before and after receiving the Report, and when you take (or do not take) such actions.
26. We recommend that you always consult an appropriate medical professional for advice on your specific circumstances and situation, in particular before adopting any of the general healthcare or lifestyle advice offered in the Report or otherwise via the Services.
27. You accept that any incomplete or inaccurate information on your health profile may lead to incomplete or inaccurate interpretation and healthcare and lifestyle advice.
28. You assume full responsibility for reading, and drawing conclusions from the results and Report obtained from use of the Services (including the Report and your Account dashboard) and understand that we do not offer follow-up consultations based on the results.

## **YOUR RIGHTS TO CANCEL THE SERVICES CONTRACT**

You have the right to cancel the Services contract in the following scenarios and subject to the conditions in these Thriva Customer Terms:

- (a) If you have changed your mind about the Services. See clauses 29 – 32 for more information here; and
- (b) If the Services are performed late or in breach of clause 11, you may have a legal right to get the Service re-performed or to end the contract and get some or all of your money back. See clauses 33 - 34 for more information here.

### **Exercising the right to change your mind**

29. Subject to clause 30, you will have no right to cancel the Services contract and receive a refund if we have made available the Report via your Account dashboard within 14 days of the day after we have accepted your order pursuant to clause 13; as we, the Laboratory and the Doctor would have fully performed the Services contract as it relates to your order. This provision will apply in a similar manner to each subsequent re-test that you request and order we accept.
30. If you have a right to cancel the Services contract and wish to do so, you must email us at [hello@thriva.co](mailto:hello@thriva.co) with details of your order (including the date it was accepted, your name and any order reference number we provided to you) and a clear statement that you wish to cancel your Services contract, in either case before the expiry of the 14 day period referred to in clause 29. For subscription Customers you can cancel your Services contract through your dashboard at any time.
31. If you cancel a Services contract within this 14 day period, you will (subject to any deduction permitted by law – as detailed in clause 32 below) receive a refund for all money paid by you for the Service contract. The refund will be made as soon as reasonably possible, but not later than 14 days after the date on which we were informed about your decision to cancel the Services contract. We will reimburse you using the same means of payment as you used for the initial transaction, unless you expressly agree otherwise.
32. We reserve the right to deduct the following reasonable amounts which we consider to be in proportion to what Services have been performed up until the point you communicate cancellation to us:
- (a) If your blood sample has been received by the Laboratory before the date that we receive notice of your decision to cancel the Services contract, but you have not yet received the Report, we will refund you 10% of the relevant Service price; or
  - (b) If you have not sent your blood sample to the Laboratory for testing before the date that we receive notice of your decision to cancel the Services contract, we will refund you the relevant Service price less £7.00. The £7.00 is used to cover the costs of the Kit and postage. The kit can be disposed by recycling the card and placing the rest in general waste.
- All other circumstances will be assessed on a case by case basis. In any event, you will not incur any fees as a result of the reimbursement.

**We have done something wrong**

33. Apart from your cancellation rights above:
- (a) if you inform us and can demonstrate that the Kit received is within reason damaged or defective, you will be entitled to a replacement or, where we are unable to send you a replacement Kit within a reasonable time, a refund of the relevant Service price; and
  - (b) if the Service is not otherwise carried out to the standard outlined at clause 11, you can require repeat performance or, where we, the Laboratory or the Doctor are unable to perform the repeat Services within a reasonable time, a refund of an appropriate amount.

34. Nothing in these Thriva Customer Terms will affect any statutory or other rights you are entitled to by law

#### **OUR RIGHT TO CANCEL THE SERVICES CONTRACT**

35. We may end the Services contract at any time by written notice 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, the Laboratory and the Doctor to provide the Services;
  - (b) you do not, within a reasonable time, allow the Laboratory to deliver the Kit to you; or
  - (c) you do not, within the time period referred to in clause 22, send your blood sample to the Laboratory.
36. If we end the Services contract in circumstances set out in clause 35, we will (on behalf of the Laboratory and the Doctor, as appropriate) refund any money you have paid in advance for Services that have not been provided, but we may at our sole discretion deduct or charge you a reasonable amount as compensation for costs we, the Laboratory and/or the Doctor have incurred or will incur as a result of ending the Services contract, including any extra work that is required as a result of the circumstances set out in clause 35.

#### **YOUR ACKNOWLEDGEMENTS**

37. By placing your order, you agree and represent to us that you are legally capable of entering into this binding agreement between you and us; that you are at least 18 years old and you have completed an accurate and up-to-date request form identifying the blood sample as one taken from yourself. We shall have no liability for any loss or damage caused by errors or omissions in any information provided by you in connection with the Services, or any action taken by us, the Laboratory or the Doctor at your direction. Omissions include pertinent medical information without which the doctor is unable to produce a reasonable report based on the available results.
38. By placing your order, you acknowledge the potential impacts and risks of taking your own blood sample, and that (subject to clause 39) you are proceeding on the basis that you accept full responsibility for any outcomes or consequences that may arise from this.
39. You acknowledge and agree that the Services are not a substitute for actual medical diagnosis or consultation with a doctor, and that the information contained in the Report does not constitute medical advice and/or recommendations for medical treatment regarding any aspect of your health, medicine intake, nutrition or lifestyle.
40. You acknowledge that the Report and that the information contained in it may not be comprehensive (including information which would could be obtained through blood testing but was not identified in your Report for any reason).
41. You acknowledge and agree that in rare cases, viable blood samples cannot always be taken from the blood sample actually provided. Services will be deemed successfully performed if the

Doctor believes there is sufficient information in the blood test results to produce a report, in which event no further tests will be carried out.

42. You acknowledge and agree that minor inter-laboratory variability exists. Consequently, where minor results variability is seen, for example upon tracking an individual test over time, such minor variability is tolerated and you assume overall responsibility for overseeing your long-term trends. You also agree that on occasion, because of inter-laboratory variability, minor changes may throw two adjacent test points narrowly inside and outside of 'normal' reference range but are essentially indicating insignificant variation.

#### **LIABILITY**

43. If we fail to comply with these Thriva Customer Terms, we are responsible for direct loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. 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.

#### **THIRD PARTY TERMS**

44. Services are only supplied for domestic and private use. If you use the Services with our consent, written or otherwise, 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, loss of business opportunity or any other form of indirect loss.
45. If you receive the Services via any commercial, business or re-sale third party channel, we will have no liability to you for any such third party's provision of the Services to you which will be entirely governed by the agreement between you and the third party.
46. If you receive third party services as part of a follow-up consequent to the results received as part of the Thriva Services, clause 45 applies even if continuity with Thriva is maintained via the Platform or ongoing Services.
47. If you receive third party doctor advice as part of a follow-up consequent to the results or doctor report known as Thriva Services, irrespective of whether Thriva provided the follow-up pathway, clause 45 applies.

#### **OTHER IMPORTANT TERMS**

48. *Assignment and other dealings:* You may not transfer your rights or your obligations under these Thriva Customer Terms without our prior written consent.
49. *Waiver:* if we do not insist immediately that you do anything you are required to do under these Thriva Customer Terms, or if we delay in taking steps against you in respect of your breaking the

Services contract, 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.

50. *Severance:* Each of the paragraphs of these Thriva Customer Terms operates separately. If any court or relevant authority decides that any of them are invalid, illegal or unenforceable, the remaining paragraphs will remain in full force and effect.
51. *Third Party Rights:* The Services contract is between you and us. No other person shall have any rights to enforce any of its terms.
52. *Governing Law/ Jurisdiction:* These Thriva Customer Terms are governed by English law and you or we can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you or we can bring legal proceedings in respect of the Services in either the Scottish or the English courts. Similarly, if you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
53. *Online Dispute Resolution:* If you are not happy with how we have handled a complaint in relation to the Services, you may submit a dispute for online resolution to the European Commission Online Dispute Resolution platform. You can find this platform and more information about it here: <http://ec.europa.eu/consumers/odr/>.