

## THRIVA TERMS AND CONDITIONS

Last updated: 24 November 2023

### ABOUT US

We are Thriva Limited, a company registered in England and Wales under company number 09828160 (“**Thriva**”, “**we**”, “**us**”). Our registered office is at 6th Floor, Classic House, 174-180 Old St, London EC1V 9BP. Our VAT registration number is 236 9145 92.

### CONTACTING US

If you have any questions, you can contact our customer services team by sending an email to [hello@thriva.co](mailto:hello@thriva.co). You can also get in touch using the chat function on our website. See <https://intercom.help/thrivahelpcenter/en/collections/2175186-contact-us> for more information about how to contact us.

### ABOUT THESE TERMS AND CONDITIONS

These Terms and Conditions apply to the provision of Thriva products and services. If you are purchasing our products and services, the following terms and conditions will apply to you depending on the nature of the products and/or services you are ordering from us:

- [Testing Services Terms of Sale](#): These terms and conditions apply to you when you order our testing services (including if you are a Thriva+ member).
- [Specialist Services Terms of Sale](#): These terms and conditions apply to you when you book a consultation with a Thriva specialist (including if you are a Thriva+ member).
- [Product Purchases Terms of Sale](#): These terms and conditions apply to you when you order Thriva supplements, prescription or other products (including if you are a Thriva+ member).
- [Thriva+ Membership Terms](#): These terms and conditions apply to you when you sign up for and use a monthly or annual Thriva+ membership.

The following additional terms and policies may also apply to you, depending on how you interact with us:

- Our [Platform Terms of Use](#) and [Cookie Notice](#) apply to you if you use our website and/or our mobile app.
- Our [Privacy Notice](#) applies to you when we collect and process your personal data in connection with our interactions with you and the provision of our products and services.

Please read all our terms and policies referred to above (“**Terms and Policies**”) carefully before placing any orders with us, as they form the basis of our contract with you and are legally binding. We recommend that you print a copy or save them to your computer for future reference. Please contact us if you are unsure about anything contained in our Terms and Policies.

By law, we must give you certain information before a legally binding contract between you and us is made. We will give you much of this information through our website, mobile app and other communications, and such information forms part of our contract with you as though set out in full here. Some of the information we are required to give you is also set out in these Terms and Conditions, including the specific Terms of Sale that apply to your order.

### WE MAY MAKE CHANGES TO OUR TERMS AND POLICIES

We update our Terms and Policies from time to time, so please check them each time you place an order with us to ensure that you are aware of any changes made since your last order. Please see the top of this page for the date of the most recent update.

## TESTING SERVICES

### TERMS OF SALE

Please read these Terms of Sale carefully before placing any orders with us, as they form the basis of our contract with you and are legally binding. In particular, please see section 10, which explains your legal rights and how we limit our liability to you.

You acknowledge and agree that our Testing Services are not a substitute for emergency medical services, for which you should consult your doctor or hospital provider.

#### 1 ABOUT OUR TESTING SERVICES

- 1.1 Thriva's Testing Services allow Thriva customers to order testing services covering a range of health and lifestyle related issues ("**Testing Services**") via our website and our mobile app ("**Platform**").
- 1.2 If you are booking Testing Services on our Platform as a Thriva+ member, these Terms of Sale will apply to each order you make. However, the Thriva+ Membership Terms will apply to your underlying membership contract.
- 1.3 If there is any conflict or inconsistency between these Terms of Sale and our Thriva+ Membership Terms, our Thriva+ Membership Terms shall take priority, but only to the minimum extent necessary to resolve the conflict or inconsistency.

#### 2 ORDERING TESTING SERVICES

- 2.1 You may order Testing Services with us if:
  - (a) you are at least 18 years old;
  - (b) you are a legal resident of Great Britain (England, Scotland or Wales only);
  - (c) you hold a valid debit or credit card in your own name; and
  - (d) you are purchasing Testing Services for your own personal, non-business use.
- 2.2 To order Testing Services, you must register an account with us on our Platform. Once registered or logged in, you can select your test package using the available options.
- 2.3 Testing Services can be ordered as a single, one-off purchase or on a recurring basis as part of a two-month, three-month or six-month subscription.
- 2.4 For any Testing Services that require a blood or other sample ("**Sample**") to be provided, you must select one of the following options:
  - (a) **Do it yourself:** If you select this option, we will send you a finger-prick test kit ("**Test Kit**") for you to collect your own Sample at home.
  - (b) **Have a nurse do it:** If you select this option, we will send you a Test Kit and you must then arrange for your Sample to be taken at a participating clinic near you. The clinic will charge you a fee to collect your Sample. This service is provided by the clinic (and not Thriva) and will therefore be subject to the clinic's own terms and conditions of sale. The fee you pay to the clinic is in addition to the charges payable to Thriva for the Testing Services.
- 2.5 From time to time we may provide functionality allowing you to opt out of receiving a Test Kit, for example where you have already obtained a Test Kit from a retail store, trade show or other source. The price of the Testing Services is the same whether you receive a Test Kit or not.
- 2.6 All Samples must be sent to us for analysis in accordance with the process and timeframes specified in section 6.

- 2.7 By placing an order, you are making a request to purchase the Testing Services on the terms and conditions set out in your order and these Terms of Sale. Once you have placed your order, we will send you an initial acknowledgement of your order by email, but it is not until we provide our formal acceptance that a contract for your order will come into existence.
- 2.8 Our acceptance of your order will take place when we notify you that we have dispatched your Test Kit. We will notify you of this by email (and, if you have an account with us, we will confirm this on the order page in your account), at which point a contract will come into existence between you and us for the Testing Services you have ordered. We will assign an order number to your order when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 2.9 If we are unable to accept your order, we will inform you of this via email (and, if you have an account with us, this information will be displayed on the order page in your account), and we will not charge you for the Testing Services. This might be because the relevant Test Kit is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Testing Services, because you are not eligible to place an order or because we are unable to meet a deadline you have specified.
- 2.10 If you place a subscription order, each recurring order for those Testing Services will form a separate contract between you and us and will be accepted by us as set out above. We will fulfil and charge for those recurring orders at the intervals you selected when you placed your original subscription order until you or we cancel the recurring orders. You can cancel a recurring subscription order at any time through your account dashboard on our Platform. The Terms of Sale in force at the time of any recurring order will apply to that recurring order and we recommend that you review our Terms of Sale before each recurring order to ensure you are aware of any changes to our Terms of Sale.

### **3 PROMOTIONAL OFFERS AND DISCOUNT CODES**

- 3.1 Promotional offers and discount codes may be restricted to use by certain customers and/or on specific services and we reserve the right to cancel, modify or restrict these offers at any time for any reason and without notice to you.
- 3.2 Promotional offers and discount codes may not be shared, sold or exchanged. Promotional offers and discount codes from unauthorised internet postings are not valid and may be declined. We reserve the right (in our sole discretion) to decline orders or cancel orders placed with unauthorised promotional offers and discount codes.

### **4 PRICES AND PAYMENT**

- 4.1 All prices for our Testing Services and any applicable delivery charges are displayed on our Platform and will be confirmed to you before you place your order. All prices are in pounds sterling and include VAT at the applicable rate.
- 4.2 We will not ship your Test Kit to you until we have received full payment for your order. If we have only taken pre-authorisation for payment of an order on accepting that order, we will process that payment before we ship the Test Kit to you.
- 4.3 Where the Testing Services you have ordered require a Sample and you have elected to have your Sample collected at a participating clinic, the relevant clinic will charge you a fee to collect your Sample. This service is provided by the clinic (and not Thriva) and will therefore be subject to the clinic's own terms and conditions of sale. The fee you pay to the clinic is in addition to the charges payable to Thriva for the Testing Services.
- 4.4 All payments must be made using a valid debit or credit card and must be authorised by the relevant card issuer. We may also need to use extra security steps via a 3D secure service such as Verified by Visa.

- 4.5 If you have a Thriva account with us, you authorise us to take payment for your order using the payment card registered to your account, without the need for you to re-enter your payment details each time you place an order. You can update your payment card at any time in your account settings. If you update your payment card, you authorise us to take all future payments using the new payment card without requiring you to re-enter your payment details.
- 4.6 If you place a subscription order, you authorise us to take payment for each recurring order using the payment card registered to your account at that time, without the need for you to re-enter your payment details each time we process a recurring order.
- 4.7 If you are a Thriva+ member, payment may be made using your Tokens balance in full or part payment. To the extent that your Tokens balance is insufficient to pay for your order in full, you may pay the balance by debit or credit card in accordance with the above payment terms.
- 4.8 Prices for our Testing Services may change from time to time, but changes will not affect any existing order we have accepted. However, if you have placed a subscription order, the price for each recurring order will be based on the current prices for the Products forming part of the recurring order, as displayed on our Platform. At least 48 hours before we process your recurring order, we will send you an email notifying you of your upcoming order and this will include the prices that will apply to the recurring order.
- 4.9 Despite our best efforts, it is possible that some prices may be incorrect from time to time. If we discover a pricing error that affects your order, we will tell you as soon as possible after we become aware and will give you the option of continuing with your order at the correct price or cancelling your order. We will not process the incorrectly priced part of your order until we have received your instructions. If we are unable to contact you, we will treat the relevant part of your order as cancelled and notify you using the contact details we hold for you. If the pricing error is obvious or could reasonably have been recognised as a mispricing, we will not be obliged to fulfil your order at the incorrect price even if we have already provided you with any form of order acknowledgement or acceptance.

## **5 DELIVERY OF TEST KITS**

- 5.1 Where the Testing Services you have ordered require a Sample to be collected, we will arrange delivery of your Test Kit using our chosen delivery partner. We only deliver Test Kits to Great Britain (England, Scotland and Wales). Unfortunately, we currently do not deliver to Northern Ireland or to other addresses outside Great Britain. We do not deliver to P.O. Boxes or to BFPO addresses.
- 5.2 We aim to deliver your Test Kit to you as soon as possible, but we cannot guarantee specific dates. Any delivery date that we notify to you during the order process is only an estimate and you accept that the actual delivery date will depend on a range of factors. If we are unable to meet the estimated delivery date, we will notify you and provide a new estimated delivery date.
- 5.3 Delivery of your Test Kit will take place when we deliver it to the address specified in your order. We reserve the right to require you to present a valid form of ID on delivery (e.g. passport or driving licence).
- 5.4 If no one is available to take delivery, the carrier will leave a note explaining where your delivery has been left or that it has been returned to the depot, in which case, you will need to contact the depot to arrange re-delivery.
- 5.5 This section does not apply to you if you have already obtained a Test Kit from a retail store, trade show or other source and have opted out of receiving a Test Kit during the order process.

## **6 SENDING YOUR SAMPLE TO US**

- 6.1 You must comply fully with all instructions and collection protocols provided in the Test Kit. If you do not do so, the results of the test may be incomplete or inaccurate.

- 6.2 Once your Sample has been collected using the Test Kit, you must label your Sample, complete the enclosed form and pack it all up and send it to us using the pre-paid packaging provided. We will acknowledge receipt of your Sample by email.
- 6.3 You cannot make changes to Sample labels or enclosed forms once sent to us. You acknowledge and agree that we will be unable to process incorrectly labelled Samples and incomplete or incorrectly filled forms. If we are unable to carry out the Testing Services because of a problem with the Sample label or form, we reserve the right to cancel the contract in accordance with section 9.1(c) and no refund will be due to you.
- 6.4 Each Test Kit has an expiry date, which is generally 60 days but may vary. You are responsible for ensuring that you are aware of the expiry date that applies to your Test Kit. You must send your Sample to us at least seven (7) days prior to the expiry date of your Test Kit in order to allow us sufficient time to process your Sample and to carry out the Testing Services you have requested.
- 6.5 You acknowledge and agree that:
- (a) we will not in any circumstances carry out the Testing Services using any Sample that we receive after the expiry date of the relevant Test Kit; and
  - (b) if we receive your Sample less than seven days prior to the expiry date of your Test Kit, we will have no obligation to carry out the Testing Services before the expiry date, but will use reasonable efforts to do so, subject always to laboratory capacity and availability of personnel.
- 6.6 If we are unable to carry out the Testing Services because of the late delivery or non-delivery of your Sample, we reserve the right to cancel the contract in accordance with section 9.1(d) and no refund will be due to you.

## **7 TESTING AND YOUR REPORT**

- 7.1 The analysis of your Sample and review of your test results is carried out by our qualified medical professionals. If you order additional Testing Services in the future, whether as part of a subscription order or on an ad hoc basis, we cannot guarantee that the medical professional who provides the Testing Services will always be the same.
- 7.2 You acknowledge that test outcomes depend to a significant degree on the quality of the Sample provided by you. If you do not comply fully with all instructions and collection protocols provided in the Test Kit, it is possible that an incomplete or inaccurate test result may occur. If we are unable to carry out the Testing Services because of a problem with the Sample arising from your failure to observe the applicable instructions and collection protocols, we reserve the right to cancel the contract in accordance with section 9.1(e) and no refund will be due to you. However, we may, at our discretion, give you the opportunity of retesting free of charge in the case of a partial result or if any blood contained in your Sample was clotted at the time of receipt.
- 7.3 Once we have completed the testing and analysis of your Sample, we will produce your personalised report explaining the outcome of the tests ("**Report**"). Your Report will be available in your account area on our Platform within two (2) to ten (10) working days after we have acknowledged receipt of your Sample. We will notify you by email once your Report is available for you to view.
- 7.4 The Report is prepared solely on the basis of your Sample and the information provided on your accompanying form, without access to your full medical records. You must provide complete and accurate information on your Sample label and form. You acknowledge and agree that any incomplete, inaccurate or misleading information provided by you in connection with the Testing Services may result in the production of an incomplete or inaccurate Report.
- 7.5 The Testing Services are limited to the provision of the Report and we do not offer follow-up advice or consultations based on the results of the Report. You are solely responsible for reading, drawing conclusions from and acting appropriately on the Report.
- 7.6 **You acknowledge and agree that the Testing Services are not a substitute for emergency medical services, for which you should consult your doctor or hospital provider. If you have any pre-existing illness or condition, you should seek the guidance of your usual doctor or treatment provider before utilising our services. It is your sole responsibility to act on any results that we escalate to you as requiring further consultation with your usual doctor or hospital provider.**

## **8 YOUR RIGHT TO CANCEL**

- 8.1 You have the right to cancel the contract for your order without any reason within a fourteen (14) day cooling off period that ends fourteen (14) days after the day on which the contract was formed ("**Cooling Off Period**"). For example, if the contract was formed on the 1<sup>st</sup> day of the month, the Cooling Off Period ends at the end of the 15<sup>th</sup> day of the month. However, you will lose the right to cancel if you requested for us to start providing the services during the Cooling Off Period and the services are fully performed during this period (this is further explained in section 8.4).
- 8.2 To exercise your right to cancel during the Cooling Off Period, you must inform us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. emailing us is usually the easiest and quickest method, but you are also free to send us a letter by post if you prefer. You may also use the Cancellation Form set out at the end of these Terms and Conditions but that is not obligatory.
- 8.3 To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the expiry of the Cooling Off Period (even if it does not reach us until later).
- 8.4 We will not start performing the services during the Cooling Off Period unless you ask us to. Therefore, during the order process you will be given the option to request for us to start performing the services during the Cooling Off Period. We need to do this because we aim to send you your Test Kit very quickly after you place your order and this is very likely to be within the Cooling Off Period. By requesting that we start performing the services during the Cooling Off Period, you acknowledge that you will lose your right to cancel the contract once the services have been fully completed (i.e. when we have provided you with your Report). If you do not make the request, we will not be able to start performing the services until the Cooling Off Period has expired. We are not obliged to accept your request.
- 8.5 If you cancel during the Cooling Off Period, we will reimburse to you all payments we have received from you for the Testing Services, unless you requested for us to start providing the services during the Cooling Off Period, in which case your refund will be reduced as follows:
- (a) if we have provided you with your Report, there will be no refund because we will have fully performed the services during the Cooling Off Period;
  - (b) if we have sent you your Test Kit but we have not received your Sample, we will deduct £7.00 from your refund to compensate us for the cost of sending you the Test Kit (we cannot accept returned Test Kits for health and safety reasons and because the test kit is personalised to your requirements).
- 8.6 For the avoidance of doubt, if you have arranged to have your Sample collected by a participating clinic, we do not reimburse you for any charges you have paid to the clinic. These services are provided by the clinic and any charges levied by the clinic are retained by the clinic and not Thriva.
- 8.7 We will make any reimbursement due to you without undue delay, and not later than fourteen (14) days after the day on which we are informed about your decision to cancel.
- 8.8 We will make the reimbursement using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members), unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.
- 8.9 Cancellation will not affect your or our respective rights and remedies that have arisen prior to cancellation. If you or we cancel for any reason, it will not affect our right to receive any money that you owe to us.
- 8.10 The right to cancel during the Cooling Off Period is in addition to and does not affect your legal rights in relation to services that are not performed with reasonable care and skill (see section 10.1)

## 9 OUR RIGHT TO CANCEL

9.1 We may cancel the contract for your order at any time by notifying you if:

- (a) your payment does not go through at the point we try to charge you;
- (b) you do not, within a reasonable time, allow us to deliver the Test Kit to you;
- (c) we are unable to carry out the Testing Services because of an incorrectly labelled Sample and/or incomplete or incorrectly filled form accompanying the Sample;
- (d) you do not send us your Sample at least seven (7) days prior to the expiry date of your Test Kit;
- (e) we are unable to carry out the Testing Services because of a problem with the Sample arising from your failure to observe the applicable instructions and collection protocols;
- (f) you are (or we reasonably suspect that you are) in breach of these Terms of Sale, in breach of any applicable law in relation to the contract for your order, or in breach of any other contract that may exist between you and us; or
- (g) we are unable (or reasonably believe that we are unable) to provide the Testing Services for reasons beyond our reasonable control or for legal or regulatory reasons.

9.2 If we cancel the contract for your order in the circumstances set out in section 9.1(b), we will refund any money you have paid to us for the Testing Services less £7.00 to compensate us for the cost of sending you the Test Kit (we cannot accept returned Test Kits for health and safety reasons and because the test kit is personalised to your requirements). If we cancel the contract for your order in the circumstances set out in sections 9.1(c), 9.1(d) or 9.1(e), no refund will be due to you. In all other cases, we will refund any money you have paid in advance for products and services we have not provided, except that we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (if applicable). We will make the reimbursement using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members). Refunds will be made within 14 days after we cancel the contract.

## 10 LIABILITY

10.1 As a consumer, you have certain legal rights. These are also known as “statutory rights” as they are derived from laws such as the Consumer Rights Act 2015. For example, we are under a legal obligation to perform our services with reasonable care and skill. If we do not carry out our services with reasonable care and skill, you can ask us to repeat the service or to fix the problem, or you may be entitled to get some money back if we cannot fix it. Nothing in these Terms of Sale in any way affects your legal rights. In particular, we do not exclude our liability for death or personal injury caused by our negligence, or for fraud, or for any other matter for which it would be illegal for us to limit or exclude our liability. Advice about your legal rights is available from your local Citizens' Advice Bureau ([www.citizensadvice.org.uk/](http://www.citizensadvice.org.uk/)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)).

10.2 If the services we have provided to you are in any way defective or negligent or otherwise do not comply with the contract, please contact us using the contact details in the “Contact Us” section at the beginning of these Terms and Conditions and we will do our best to help resolve the problem.

10.3 Except as described in section 10.1, we exclude our liability to you in connection with the contract as follows:

- (a) **Unexpected loss:** we are not responsible for any loss you suffer to the extent that it was not obvious when you placed your order that you would suffer that loss and nothing you said to us before placing your order meant that we should have expected it (so, in the law, the loss was “unforeseeable”);
- (b) **Avoidable loss:** we are not responsible for any loss you suffer to the extent that the loss could have been avoided by you by taking reasonable action;

- (c) **Loss that is not caused by us:** we are not responsible for any loss you suffer to the extent that it is caused by a third party who is not acting on our behalf or under our direct instructions. In particular, where you arrange for your Sample to be collected at a participating clinic (or obtain any other third-party products and services), the clinic (or the relevant third party) is solely responsible to you for any goods and services they provide to you and for any outcomes or consequences that may arise from their goods and services;
  - (d) **Loss caused by your own act or omission:** we are not responsible for any loss, damage, personal injury or death to the extent that it arises from your own act or omission (except to the extent caused by our negligence). In particular, where you elect to collect your own Sample, you are solely responsible for your health and safety and for any outcomes or consequences that may arise from your failure to follow any instructions provided with the Test Kit. In addition, we are not responsible to the extent that you provide to us incomplete, inaccurate or misleading information (including on the form enclosed with the Test Kit), or fail to return the Sample and/or a correctly completed form within the time periods required in these Terms of Sale;
  - (e) **Loss caused by circumstances outside our control:** we are not responsible for any loss you suffer to the extent that it is caused by any event or circumstance that is or was beyond our reasonable control;
  - (f) **Unavailability of our Platform:** we are not responsible for any loss you suffer that is caused by any unavailability of our Platform or any of our other systems;
  - (g) **Business loss:** we only provide services to consumers and are not responsible for any business loss you suffer, including (without limit) loss of profits or revenue, loss of anticipated savings or loss of goodwill.
- 10.4 Subject to sections 10.1 and 10.3, if defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation up to a maximum of £250. We reserve the right to inspect and verify any damage claimed, including to assess whether that damage was caused by us, and you must provide such cooperation as we may require to enable us to do so.
- 10.5 Subject to sections 10.1, 10.3 and 10.4, our total liability to you under or in connection with the contract for the Testing Services, however arising, whether in contract, tort (including negligence) or otherwise, is limited to the relevant charges you have paid for the Testing Services.
- 11 YOUR PRIVACY AND PERSONAL DATA**
- 11.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in accordance with our [Privacy Notice](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.
- 12 GENERAL**
- 12.1 All contracts between you and us are personal to you. You may not assign, sub-license or otherwise transfer any of your rights or obligations under any contract you have with us. We may transfer, assign, charge, sub-contract and/or otherwise dispose of part or all of our rights and obligations under any contract we have with you at any time.
- 12.2 No one other than a party to the contract between you and us has any right to enforce any of its terms.
- 12.3 If any provision of our Terms and Policies is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of our Terms and Policies, which will remain in full force and effect.



- 12.4 If we fail at any time to insist on strict performance of any of your obligations under any contract between you and us, or if we fail to exercise any of our rights or remedies, this does not constitute a waiver of our rights or remedies and does not relieve you from compliance with your obligations. A waiver by us of any default does not constitute a waiver of any subsequent default. No waiver by us is effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### **13 DISPUTE RESOLUTION**

- 13.1 If you are unhappy with any aspect of our services or any other matter, please contact us as soon as possible using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. We will try to resolve any disputes with you quickly and efficiently in accordance with our Complaints Handling Policy, which can be accessed on our website and mobile app.
- 13.2 If we are unable to resolve any issues for you in accordance with our Complaints Handling Policy, or you are unhappy with the outcome, you may request that alternative dispute resolution ("**ADR**") is used. ADR is a process for resolving disputes between you and us that does not involve going to court.
- 13.3 If we have exhausted our Complaints Handling Policy, we will provide you with the name and website address of an ADR provider that would be competent to deal with your issue. If you make a request for the dispute to be settled by ADR, we will consider whether or not we wish to participate in ADR, but we are not obliged by law to participate.
- 13.4 If you do not wish to use ADR, or you are unhappy with the outcome of ADR, you can still bring court proceedings.
- 13.5 English law will apply to our Terms and Policies and all contracts between you and us, except that you will not be deprived of the benefit of the laws of any other part of Great Britain in which you are resident. If you wish to take court proceedings, the courts of the region of Great Britain in which you live will have non-exclusive jurisdiction.

## SPECIALIST SERVICES

### TERMS OF SALE

Please read these Terms of Sale carefully before placing any orders with us, as they form the basis of our contract with you and are legally binding. In particular please see section 8, which explains your legal rights and how we limit our liability to you.

You acknowledge and agree that our Specialist Services are not a substitute for emergency medical services, for which you should consult your doctor or hospital provider. If you have any pre-existing illness or condition, you should seek the guidance of your usual doctor or treatment provider before utilising our services. It is your sole responsibility to act on any results that we escalate to you as requiring further consultation with your usual doctor or hospital provider.

#### 1 ABOUT OUR SPECIALIST SERVICES

- 1.1 Thriva Specialist Services allow Thriva customers to book 1:1 consultations with Thriva specialists in various fields via our website and our mobile app ("**Platform**").
- 1.2 If you are booking a consultation on our Platform as a Thriva+ member, these Terms of Sale will apply to each booking you make. However, the Thriva+ Membership Terms will apply to your underlying membership contract.
- 1.3 If there is any conflict or inconsistency between these Terms of Sale and our Thriva+ Membership Terms, our Thriva+ Membership Terms shall take priority, but only to the minimum extent necessary to resolve the conflict or inconsistency.

#### 2 BOOKING A CONSULTATION

- 2.1 You may book a consultation with us if:
  - (a) you are at least 18 years old;
  - (b) you are a legal resident of Great Britain (England, Scotland or Wales only);
  - (c) you hold a valid debit or credit card in your own name; and
  - (d) you are making a booking for your own personal, non-business use.
- 2.2 To submit a booking request, you must submit your details online (using the link provided in the booking invitation email we sent to you) together with a completed pre-consultation screening questionnaire and full payment of the consultation fee where applicable (see section 4 for more information on prices and payment) or otherwise substantively complete these pre-consultation steps via any method that we invite you to do so (for example, via our Platform).
- 2.3 By making a booking request, you are making a request to book a consultation on the terms and conditions set out in these Terms of Sale. This does not mean that your request has been accepted by us and a contract between you and us will only be made once we have accepted your booking request in accordance with section 2.4.
- 2.4 Once we receive your booking request, we will review your questionnaire to assess whether the consultation is suitable for your needs. If we accept your booking request, we will communicate our acceptance by sending you a booking confirmation email. Once you have received your booking confirmation email, a contract between us will be made in relation to your consultation.
- 2.5 If we do not accept your booking request, we will notify you using the contact details we hold for you. This may happen for a variety of reasons, for example, because we do not have a

Thrive specialist available or because we have determined (in our sole discretion) that a consultation is not suitable for your needs, in which case we may advise you to see a medical professional. If we do not accept your booking request but we have already received payment from you, we will refund all sums back to your original payment method within fourteen (14) days of our notice to you.

- 2.6 When you make a booking request, you must provide complete and accurate information. In particular, we use the questionnaire to assess your needs and the suitability of the consultation, so it is very important that we receive the correct information. If any of the details you have provided are or become in any way incorrect, incomplete or misleading, please notify our customer services team immediately on becoming aware using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. If we consider that any of the details provided are or may be incomplete or inaccurate we may contact you for further clarification.
- 2.7 We will conduct the consultation at the agreed time and date, as stated in your booking confirmation email. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.

### **3 PROMOTIONAL OFFERS AND DISCOUNT CODES**

- 3.1 Promotional offers and discount codes may be restricted to use by certain customers and/or on specific services and we reserve the right to cancel, modify or restrict these offers at any time for any reason and without notice to you.
- 3.2 Promotional offers and discount codes may not be shared, sold or exchanged. Promotional offers and discount codes from unauthorised internet postings are not valid and may be declined. We reserve the right (in our sole discretion) to decline orders or cancel orders placed with unauthorised promotional offers and discount codes.

### **4 PRICES AND PAYMENT**

- 4.1 The consultation fee for your consultation is as stated on our Platform at the time of booking and includes any applicable VAT.
- 4.2 Payments made through our online booking service must be made in pounds sterling by debit or credit card only. All payments must be authorised by the relevant card issuer. We may also need to use extra security steps via a 3D secure service such as Verified by Visa.
- 4.3 If you are paying through your existing Thrive account, you authorise us to take payment using the payment card registered to your account at that time, without the need for you to re-enter your payment details each time. You can update your payment card at any time in your account settings. If you update your payment card, you authorise us to take all future payments using the new payment card without requiring you to re-enter your payment details.
- 4.4 If you are a Thrive+ member, payment may be made using your Tokens balance in full or part payment. To the extent that your Tokens balance is insufficient to pay for your order in full, you may pay the balance by debit or credit card in accordance with the above payment terms.
- 4.5 Our prices may change from time to time, but changes will not affect consultation fees relating to any existing consultation contract between you and us. We reserve the right to promote the same or similar services at different prices, or on different terms, in connection with any offer or promotion we may be running from time to time.

- 4.6 Despite our best efforts, it is possible that some stated prices may be incorrect from time to time. If we discover an error in our pricing which affects your booking request, we will let you know as soon as possible after we become aware and we will give you the option of continuing with your booking request at the correct price or cancelling your booking request. In these circumstances, we will not process your booking request until we have received your instructions. If we are unable to contact you using the contact details that we have for you, we will treat your booking request as cancelled and notify you using the contact details we hold for you. If the pricing error is obvious or could reasonably have been recognised as a mispricing, we will not be obliged to fulfil a consultation at the incorrect price even if we have already provided you with your booking confirmation email.

## 5 YOUR RIGHT TO CANCEL OR MAKE CHANGES

- 5.1 We appreciate that things don't always go to plan, so if you can no longer make the original agreed date we are happy to move your consultation to a new date up to three (3) months in the future free of charge. To arrange this, you must give us at least three (3) working days' notice by contacting us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. You can only change your consultation time and/or date once. This does not affect your right to cancel the contract (see below). Notwithstanding the above, we cannot guarantee that your rearranged consultation will be with the same specialist and instead it may be with an equivalent person within the same specialism and we may elect to refund you in full if there is no future availability.
- 5.2 You have the right to cancel the contract for your order without any reason within a fourteen (14) day cooling off period that ends fourteen (14) days after the day on which the contract was formed ("**Cooling Off Period**"). For example, if the contract was formed on the 1<sup>st</sup> day of the month, the Cooling Off Period ends at the end of the 15<sup>th</sup> day of the month. However, you will lose the right to cancel if you requested for us to start providing the services during the Cooling Off Period and the services are fully performed during this period (this is further explained in section 5.5).
- 5.3 To exercise your right to cancel during the Cooling Off Period, you must inform us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. emailing us is usually the easiest and quickest method, but you are also free to send us a letter by post if you prefer. You may also use the Cancellation Form set out at the end of these Terms and Conditions but that is not obligatory.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the expiry of the Cooling Off Period (even if it does not reach us until later). We ask that you give as much notice as possible of your intention to cancel (preferably at least three (3) working days) to help ensure that others have the chance to book the vacant slot. Please be aware that if your Thriva specialist carries out any preparatory work in advance of your consultation before you give notice of cancellation, you will be required to pay for that element of the service in accordance with section 5.6, so early cancellation is recommended to avoid incurring a charge.
- 5.5 We will not start performing the services during the Cooling Off Period unless you ask us to. This will be the case where you request a consultation date that is within the Cooling Off Period. During the booking process, you will be given the option to request for us to start performing the services during the Cooling Off Period. By requesting that we start performing the services during the Cooling Off Period, you acknowledge that you will lose your right to cancel the contract once the services have been fully completed (i.e. when the consultation has taken place). If you do not make the request, we will not be able to start performing the services until the cancellation period has expired. We are not obliged to accept your request.
- 5.6 If you cancel the contract during the Cooling Off Period, we will reimburse to you all payments we have received from you for the Specialist Services, unless you requested for us to start

providing the services during the Cooling Off Period, in which case your refund will be reduced as follows:

- (a) if your consultation has taken place, there will be no refund because we will have fully performed the services during the Cooling Off Period; and
- (b) if we have carried out any preparatory work in advance of your appointment, such as reviewing your questionnaire, we will retain (10%) of the consultation fee to cover the costs of the preparatory work undertaken up to the time you told us that you want to cancel.

- 5.7 We will make any reimbursement due to you without undue delay, and not later than fourteen (14) days after the day on which we are informed about your decision to cancel.
- 5.8 We will make the reimbursement using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members), unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.
- 5.9 Cancellation will not affect your or our respective rights and remedies that have arisen prior to cancellation. If you or we cancel for any reason, it will not affect our right to receive any money that you owe to us.
- 5.10 The right to cancel during the Cooling Off Period is in addition to and does not affect your legal rights in relation to services that are not performed with reasonable care and skill (see section 8.1).

## **6 OUR RIGHT TO CANCEL**

- 6.1 We may cancel the contract for your consultation at any time by notifying you if:
  - (a) your payment does not go through at the point we try to charge you;
  - (b) you are (or we reasonably suspect that you are) in breach of these Terms of Sale, in breach of any applicable law in relation to the contract for your consultation, or in breach of any other contract that may exist between you and us; or
  - (c) we are unable (or reasonably believe that we are unable) to provide the consultation for reasons beyond our reasonable control or for legal or regulatory reasons.
- 6.2 If we cancel the contract in the situations set out in section 6.1, we will refund any money you have paid in advance for services we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (if applicable). We will make the reimbursement using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members). Refunds will be made within fourteen (14) days after we cancel the contract.
- 6.3 If you do not attend your consultation at the agreed time and, prior to the agreed start time, you did not agree a new date/time with us or cancelled your booking in accordance with section 5, then we will treat the contract as cancelled and you will forfeit the consultation fee and no refund will be due to you. We will notify you if this happens.

## **7 YOUR HEALTH AND SAFETY**

- 7.1 Your Thriva specialist will rely on the information you provide in your questionnaire and during the course of your consultation. Consequently, you must provide complete and accurate information at all times, including in your questionnaire and during your consultation. If you do not provide complete and accurate information, the Thriva specialist will be unable to tailor the service to your needs and may not be aware of additional risk factors.

- 7.2 If you are or at any time become aware of any underlying medical conditions or other circumstances affecting you of which we and/or your Thriva specialist may not be aware, or you are taking medication or have recently suffered any illness, or you become aware of any other circumstance that might be relevant to your consultation, you must immediately notify us and/or your Thriva specialist (as applicable) of the particular circumstance and, where necessary or advised, consult with your medical practitioner.
- 7.3 You must follow the advice and instructions of your Thriva specialist when undertaking any of the exercise routines, physical activities, purchasing Products (including medical prescriptions) and/or other behaviours recommended by your Thriva specialist and you acknowledge that your failure to do so is at your own risk. If you are not clear on the advice or instructions given, then do not proceed until you have clarification from your Thriva specialist.
- 7.4 It is your responsibility that you ensure you have read the patient information leaflet before taking any prescription medicine. If you experience discomfort, pain, dizziness, nausea or any other symptoms whilst undertaking any of the exercise routines, physical activities and other behaviours recommended by your Thriva specialist, you must stop the activity immediately. In these circumstances, please seek assistance from your Thriva specialist and/or your medical practitioner.
- 7.5 **You acknowledge and agree that our Specialist Services are not a substitute for emergency medical services, for which you should consult your doctor or hospital provider. If you have any pre-existing illness or condition, you should seek the guidance of your usual doctor or treatment provider before utilising our services. It is your sole responsibility to act on any results that we escalate to you as requiring further consultation with your usual doctor or hospital provider.**

## **8 OUR LIABILITY TO YOU**

- 8.1 As a consumer, you have certain legal rights. These are also known as “statutory rights” as they are derived from laws such as the Consumer Rights Act 2015. For example, we are under a legal obligation to perform our services with reasonable care and skill. If we do not carry out our services with reasonable care and skill, you can ask us to repeat the service or to fix the problem, or you may be entitled to get some money back if we cannot fix it. Nothing in these Terms of Sale in any way affects your legal rights. In particular, we do not exclude our liability for death or personal injury caused by our negligence, or for fraud, or for any other matter for which it would be illegal for us to limit or exclude our liability. Advice about your legal rights is available from your local Citizens' Advice Bureau ([www.citizensadvice.org.uk/](http://www.citizensadvice.org.uk/)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)).
- 8.2 If the services we have provided to you under your contract are in any way defective or negligent or otherwise do not comply with the contract, please contact us using the contact details in the “Contact Us” section at the beginning of these Terms and Conditions and we will do our best to help resolve the problem.
- 8.3 Except as described in section 8.1, we exclude our liability to you in connection with the contract as follows:
- (a) **Unexpected loss:** we are not responsible for any loss you suffer to the extent that it was not obvious when you placed your order that you would suffer that loss and nothing you said to us before placing your order meant that we should have expected it (so, in the law, the loss was “unforeseeable”);
  - (b) **Avoidable loss:** we are not responsible for any loss you suffer to the extent that the loss could have been avoided by you by taking reasonable action;
  - (c) **Loss that is not caused by us:** we are not responsible for any loss you suffer to the extent that it is caused by a third party who is not acting on our behalf or under our direct instructions;

- (d) **Loss caused by your own act or omission:** we are not responsible for any loss, damage, personal injury or death to the extent that it arises from your own act or omission (except to the extent caused by our negligence), including where you provide to us incomplete, inaccurate or misleading information;
- (e) **Loss caused by circumstances outside our control:** we are not responsible for any loss you suffer to the extent that it is caused by any event or circumstance that is or was beyond our reasonable control;
- (f) **Unavailability of our Platform:** we are not responsible for any loss you suffer that is caused by any unavailability of our Platform or any of our other systems;
- (g) **Business loss:** we only provide services to consumers and are not responsible for any business loss you suffer, including (without limit) loss of profits or revenue, loss of anticipated savings or loss of goodwill.

8.4 Subject to sections 8.1 and 8.3, our total liability to you under or in connection with the contract for Specialist Services, however arising, whether in contract, tort (including negligence) or otherwise, is limited to the relevant consultation fee.

## **9 YOUR PRIVACY AND PERSONAL DATA**

9.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in accordance with our [Privacy Notice](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **10 GENERAL**

10.1 All contracts between you and us are personal to you. You may not assign, sub-license or otherwise transfer any of your rights or obligations under any contract you have with us. We may transfer, assign, charge, sub-contract and/or otherwise dispose of part or all of our rights and obligations under any contract we have with you at any time.

10.2 No one other than a party to the contract between you and us has any right to enforce any of its terms.

10.3 If any provision of our Terms and Policies is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of our Terms and Policies, which will remain in full force and effect.

10.4 If we fail at any time to insist on strict performance of any of your obligations under any contract between you and us, or if we fail to exercise any of our rights or remedies, this does not constitute a waiver of our rights or remedies and does not relieve you from compliance with your obligations. A waiver by us of any default does not constitute a waiver of any subsequent default. No waiver by us is effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **11 DISPUTE RESOLUTION**

11.1 If you are unhappy with any aspect of our services or any other matter, please contact us as soon as possible using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. We will try to resolve any disputes with you quickly and efficiently in accordance with our Complaints Handling Policy, which can be accessed on our website and mobile app.

11.2 If we are unable to resolve any issues for you in accordance with our Complaints Handling Policy, or you are unhappy with the outcome, you may request that alternative dispute resolution ("ADR") is used. ADR is a process for resolving disputes between you and us that does not involve going to court.

- 11.3 If we have exhausted our Complaints Handling Policy, we will provide you with the name and website address of an ADR provider that would be competent to deal with your issue. If you make a request for the dispute to be settled by ADR, we will consider whether or not we wish to participate in ADR, but we are not obliged by law to participate.
- 11.4 If you do not wish to use ADR, or you are unhappy with the outcome of ADR, you can still bring court proceedings.
- 11.5 English law will apply to our Terms and Policies and all contracts between you and us, except that you will not be deprived of the benefit of the laws of any other part of Great Britain in which you are resident. If you wish to take court proceedings, the courts of the region of Great Britain in which you live will have non-exclusive jurisdiction.



## PRODUCT PURCHASES

### TERMS OF SALE

**Please read these Terms of Sale carefully before placing any orders with us, as they form the basis of our contract with you and are legally binding. In particular please see sections 6.4 and 8, which explain your legal rights and how we limit our liability to you.**

#### **1 ABOUT OUR PRODUCT SALES**

- 1.1 We offer a range of Thriva products (including supplements, prescription medicines and other products) ("**Products**") for sale via our website and our mobile app ("**Platform**").
- 1.2 If you are placing orders for Products on our Platform as a Thriva+ member, these Terms of Sale will apply to each order you place. However, the Thriva+ Membership Terms will apply to your underlying membership contract.
- 1.3 If there is any conflict or inconsistency between these Terms of Sale and our Thriva+ Membership Terms, our Thriva+ Membership Terms shall take priority, but only to the minimum extent necessary to resolve the conflict or inconsistency.
- 1.4 All Products available for purchase on our Platform are intended for sale exclusively to consumers and not to resellers or to intermediaries acting on behalf of resellers. You must only buy our Products for non-business reasons. Our Products must not be resold or made available for resale on a commercial basis.

#### **2 PLACING AN ORDER**

- 2.1 You may order Products on our Platform if:
  - (a) you are at least 18 years old;
  - (b) you are a legal resident of Great Britain (England, Scotland or Wales only);
  - (c) you hold a valid debit or credit card in your own name;
  - (d) you are purchasing Products for your own personal, non-business use; and
  - (e) where the Product is a prescription medicine, you must have received a prescription for such Product from a Thriva Specialist.
- 2.2 By placing an order, you are making a request to purchase Products on the terms and conditions set out in your order and these Terms of Sale. Once you have placed your order, we will send you an initial acknowledgement of your order by email, but it is not until we provide our formal acceptance that a contract for your order will come into existence.
- 2.3 Our acceptance of your order will take place when we notify you that we have dispatched your order. We will notify you of this by email (and, if you have an account with us, we will confirm this on the order page in your account), at which point a contract will come into existence between you and us for the Products that are included in your order. We will assign an order number to your order when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 2.4 If we are unable to accept your order, we will inform you of this via email (and, if you have an account with us, this information will be displayed on the order page in your account), and we will not charge you for the Products. This might be because a Product you have ordered is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of a Product, because you are not eligible to place an order or because we are unable to meet a delivery deadline you have specified.
- 2.5 If you place a subscription order, each recurring order for those Products will form a separate contract between you and us and will be accepted by us as set out above. We will fulfil and

charge for those recurring orders at the intervals you selected when you placed your original subscription order until you or we cancel the recurring orders. You can cancel a recurring subscription order at any time through your account dashboard on our Platform. The Terms of Sale in force at the time of any recurring order will apply to that recurring order and we recommend that you review our Terms of Sale before each recurring order to ensure you are aware of any changes to our Terms of Sale.

### **3 PROMOTIONAL OFFERS AND DISCOUNT CODES**

- 3.1 Promotional offers and discount codes may be restricted to use by certain customers and/or on specific services and we reserve the right to cancel, modify or restrict these offers at any time for any reason and without notice to you.
- 3.2 Promotional offers and discount codes may not be shared, sold or exchanged. Promotional offers and discount codes from unauthorised internet postings are not valid and may be declined. We reserve the right (in our sole discretion) to decline orders or cancel orders placed with unauthorised promotional offers and discount codes.

### **4 PRICES AND PAYMENT**

- 4.1 All prices for our Products and any applicable delivery charges are displayed on our Platform and will be confirmed to you before you place your order. All prices are in pounds sterling and include VAT at the applicable rate.
- 4.2 We will not ship your Products to you until we have received full payment for your order. If we have only taken pre-authorisation for payment of an order on accepting that order, we will process that payment before we ship the Products to you.
- 4.3 All payments must be made using a valid debit or credit card and must be authorised by the relevant card issuer. We may also need to use extra security steps via a 3D secure service such as Verified by Visa.
- 4.4 If you have a Thriva account with us, you authorise us to take payment for your order using the payment card registered to your account, without the need for you to re-enter your payment details each time you place an order. You can update your payment card at any time in your account settings. If you update your payment card, you authorise us to take all future payments using the new payment card without requiring you to re-enter your payment details.
- 4.5 If you place a subscription order, you authorise us to take payment for each recurring order using the payment card registered to your account at that time, without the need for you to re-enter your payment details each time we process a recurring order.
- 4.6 If you are a Thriva+ member, payment may be made using your Tokens balance in full or part payment. To the extent that your Tokens balance is insufficient to pay for your order in full, you may pay the balance by debit or credit card in accordance with the above payment terms.
- 4.7 Prices for our Products may change from time to time, but changes will not affect any existing order we have accepted. However, if you have placed a subscription order, the price for each recurring order will be based on the current prices for the Products forming part of the recurring order, as displayed on our Platform. At least 48 hours before we process your recurring order, we will send you an email notifying you of your upcoming order and this will include the prices that will apply to the recurring order.
- 4.8 Despite our best efforts, it is possible that some prices may be incorrect from time to time. If we discover a pricing error that affects your order, we will tell you as soon as possible after we become aware and will give you the option of continuing with your order at the correct price or cancelling your order. We will not process the incorrectly priced part of your order until we have received your instructions. If we are unable to contact you, we will treat the relevant part of your order as cancelled and notify you using the contact details we hold for you. If the pricing error is obvious or could reasonably have been recognised as a mispricing, we will not

be obliged to fulfil your order at the incorrect price even if we have already provided you with any form of order acknowledgement or acceptance.

## **5 DELIVERY**

- 5.1 We only deliver to Great Britain (England, Scotland and Wales). Unfortunately, we currently do not deliver to Northern Ireland or to other addresses outside Great Britain. We do not deliver to P.O. Boxes or to BFPO addresses.
- 5.2 We will arrange delivery using our chosen delivery partner.
- 5.3 During the order process we will let you know when we will aim to deliver the Products to you. We aim to deliver your order to you as soon as possible, but we cannot guarantee specific dates. Any delivery date that we notify to you during the order process is only an estimate and you accept that the actual delivery date will depend on a range of factors. If we are unable to meet the estimated delivery date, we will notify you and provide a new estimated delivery date.
- 5.4 Delivery of your Products will take place when we deliver it to the address specified in your order. Risk of damage to or loss of shipped Products will pass to you on delivery. Ownership will pass to you on full payment.
- 5.5 We may deliver your Products in several consignments but will not charge you extra delivery charges for this.
- 5.6 We reserve the right to require you to present a valid form of ID on delivery (e.g. passport or driving licence).
- 5.7 If no one is available to take delivery, the carrier will leave a note explaining where your delivery has been left or that it has been returned to the depot, in which case, you will need to contact the depot to arrange re-delivery.
- 5.8 Prescription medicines may be subject to delivery restrictions and will be delivered in accordance with the fulfilling pharmacy's delivery requirements.

## **6 YOUR RIGHT TO CANCEL**

### ***Your right to cancel if we deliver late***

- 6.1 If we have not delivered your Products within thirty (30) days of the estimated delivery date specified in the order, you may either:
  - (a) cancel the order and we will refund you any money that you have already paid to us in respect of the undelivered Products; or
  - (b) specify a new deadline for delivery, as long as it is appropriate in the circumstances, and if we fail to meet the revised delivery date (where appropriate), you may cancel the order and we will refund you any money that you have already paid in respect of the undelivered Products.
- 6.2 If you cancel your order for late delivery, but Products have already been delivered to you, please notify us as soon as possible after you have discovered the problem and we will discuss the next steps, including to make arrangements for returning the Products to us.
- 6.3 If you cancel your order for late delivery, we will reimburse to you all payments received from you, including delivery charges. We will pay any refund due to you using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members). Refunds will be made within fourteen (14) days after the date that you cancel the order or, if Products have been delivered to you, within fourteen (14) days after the date you have returned the Products to us. If we do not receive the Products, we may be unable to process your return and refund.

***Your right to cancel if there is something wrong with the Products***

- 6.4 We are under a legal duty to supply goods that are in conformity with the contract. Under the Consumer Rights Act 2015, goods must, among other things, be as described, of satisfactory quality and fit for any particular purpose made known to us. Where our Products do not conform with the contract (e.g. they have arrived in a damaged or defective condition or they do not meet their description), then you may be entitled to return them for a refund or replacement, or to receive a price reduction. This does not affect your right to cancel during the Cooling Off Period (see below).
- 6.5 If you experience a problem with a Product, please notify us as soon as possible after you have discovered the problem and we will discuss the next steps, including to make arrangements for returning the Products to us for inspection.
- 6.6 If you are entitled to a refund, we will reimburse to you all payments received from you, including delivery charges. We will pay any refund due to you using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members). Refunds will be made within fourteen (14) days after the date that we receive the relevant Products back from you and have had an opportunity to inspect them and determine the nature of the problem. If we do not receive the Products, we may be unable to process your return and refund.

***Your right to cancel during the Cooling Off Period***

- 6.7 You have the right to cancel your order without any reason within a fourteen (14) day cooling off period that starts when the contract is formed and ends fourteen (14) days after the day on which you have received all Products forming part of your order ("**Cooling Off Period**"). For example, if the Products are delivered to you on the 1<sup>st</sup> day of the month, the Cooling Off Period ends at the end of the 15<sup>th</sup> day of the month.
- 6.8 Please note that you do not have the right to cancel during the Cooling Off Period in respect of Products that deteriorate quickly or are sealed for health protection or hygiene purposes (once these have been unsealed after you receive them). If you have purchased supplements or any other Products that have a protective seal or wrapper, you cannot return these Products for a refund once you have unsealed or unwrapped them. However, these exclusions do not apply where the Products are damaged, defective or not as described.
- 6.9 To exercise your right to cancel during the Cooling Off Period, you must inform us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. emailing us is usually the easiest and quickest method, but you are also free to send us a letter by post if you prefer. You may also use the Cancellation Form set out at the end of these Terms and Conditions, but that is not obligatory.
- 6.10 To meet the deadline, it is sufficient for you to send your cancellation notice before the expiry of the Cooling Off Period (even if it does not reach us until later).
- 6.11 If you cancel during the Cooling Off Period after Products have been dispatched to you, you must return them to us in their original and unopened condition (including packaging) at your own cost. Please contact us to arrange the return using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. You must send off the Products to us within fourteen (14) days of telling us you wish to cancel.
- 6.12 We may make deductions from your refund to reflect any diminished value of the Products resulting from unnecessary handling by you. You are only responsible for any diminished value of the Products resulting from handling in a way other than what is necessary to establish the nature, characteristics and functioning of the Products (i.e. where you have handled the Products in a way which would not be acceptable in a physical store).
- 6.13 If you cancel during the Cooling Off Period, you will receive a refund of any amounts you have paid. However, we reserve the right to deduct from any refund the cost of any Products not returned to us (and any applicable delivery charges) (see section 6.11) or to reflect any diminished value of the Products resulting from unnecessary handling by you (see section

6.12). The maximum refund for delivery costs will be the cost of delivery by the least expensive delivery method we offer. This means that if you have paid for express delivery, we will only refund the cost of standard delivery.

- 6.14 We will pay any refund due to you without undue delay, and no later than fourteen (14) days after the day on which we are notified of your decision to cancel. We will pay any refund due to you using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members).
- 6.15 Cancellation will not affect your or our respective rights and remedies that have arisen prior to cancellation. If you or we cancel for any reason, it will not affect our right to receive any money that you owe to us.
- 6.16 The right to cancel during the Cooling Off Period is in addition to and does not affect your legal rights in relation to damaged, defective or misdescribed goods (see section 6.4).

## **7 OUR RIGHT TO CANCEL**

- 7.1 We may cancel the contract for Products at any time by notifying you if:
  - (a) your payment does not go through at the point we try to charge you;
  - (b) you do not, within a reasonable time, allow us to deliver the Products to you;
  - (c) you are (or we reasonably suspect that you are) in breach of these Terms of Sale, in breach of any applicable law in relation to the contract for your order, or in breach of any other contract that may exist between you and us; or
  - (d) we are unable (or reasonably believe that we are unable) to supply the Products for reasons beyond our reasonable control or for legal or regulatory reasons.
- 7.2 If we cancel the contract in the situations set out in section 7.1, we will refund any money you have paid in advance for Products we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (if applicable). Any refund due to you will be made using the same means of payment as you used for the initial transaction (which may include Thriva+ Tokens in the case of Thriva+ members). Refunds will be made within fourteen (14) days after we cancel the contract.

## **8 OUR LIABILITY TO YOU**

- 8.1 Nothing in these Terms of Sale limits or excludes our liability for:
  - (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of your legal rights in relation to the supply of goods (as described in section 6.4); or
  - (d) any other matter for which it would be illegal for us to limit or exclude our liability.
- 8.2 Except as described in section 8.1, we exclude our liability to you in connection with the contract as follows:
  - (a) **Unexpected loss:** we are not responsible for any loss you suffer to the extent that it was not obvious when you placed your order that you would suffer that loss and nothing you said to us before placing your order meant that we should have expected it (so, in the law, the loss was “unforeseeable”);
  - (b) **Avoidable loss:** we are not responsible for any loss you suffer to the extent that the loss could have been avoided by you by taking reasonable action;
  - (c) **Loss that is not caused by us:** we are not responsible for any loss you suffer to the extent that it is caused by a third party who is not acting on our behalf or under our direct instructions;

- (d) **Loss caused by circumstances outside our control:** we are not responsible for any loss you suffer to the extent that it is caused by any event or circumstance that is or was beyond our reasonable control;
- (e) **Unavailability of our Platform:** we are not responsible for any loss you suffer that is caused by any unavailability of our Platform or any of our other systems;
- (f) **Business loss:** we only sell to consumers and are not responsible for any business loss you suffer, including (without limit) loss of profits or revenue, loss of anticipated savings or loss of goodwill.

## **9 YOUR PRIVACY AND PERSONAL DATA**

- 9.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in accordance with our [Privacy Notice](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **10 GENERAL**

- 10.1 All contracts between you and us are personal to you. You may not assign, sub-license or otherwise transfer any of your rights or obligations under any contract you have with us. We may transfer, assign, charge, sub-contract and/or otherwise dispose of part or all of our rights and obligations under any contract we have with you at any time.
- 10.2 No one other than a party to the contract between you and us has any right to enforce any of its terms.
- 10.3 If any provision of our Terms and Policies is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of our Terms and Policies, which will remain in full force and effect.
- 10.4 If we fail at any time to insist on strict performance of any of your obligations under any contract between you and us, or if we fail to exercise any of our rights or remedies, this does not constitute a waiver of our rights or remedies and does not relieve you from compliance with your obligations. A waiver by us of any default does not constitute a waiver of any subsequent default. No waiver by us is effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **11 DISPUTE RESOLUTION**

- 11.1 If you are unhappy with any aspect of our services or any other matter, please contact us as soon as possible using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. We will try to resolve any disputes with you quickly and efficiently in accordance with our Complaints Handling Policy, which can be accessed on our website and mobile app.
- 11.2 If we are unable to resolve any issues for you in accordance with our Complaints Handling Policy, or you are unhappy with the outcome, you may request that alternative dispute resolution ("**ADR**") is used. ADR is a process for resolving disputes between you and us that does not involve going to court.
- 11.3 If we have exhausted our Complaints Handling Policy, we will provide you with the name and website address of an ADR provider that would be competent to deal with your issue. If you make a request for the dispute to be settled by ADR, we will consider whether or not we wish to participate in ADR, but we are not obliged by law to participate.
- 11.4 If you do not wish to use ADR, or you are unhappy with the outcome of ADR, you can still bring court proceedings.

- 11.5 English law will apply to our Terms and Policies and all contracts between you and us, except that you will not be deprived of the benefit of the laws of any other part of Great Britain in which you are resident. If you wish to take court proceedings, the courts of the region of Great Britain in which you live will have non-exclusive jurisdiction.

## **THRIVA+ MEMBERSHIP TERMS AND CONDITIONS**

**Please read these Thriva+ Membership Terms carefully before signing up, as they form the basis of our contract with you and are legally binding. In particular please see sections 12 and 13, which explain your legal rights and how we limit our liability to you.**

**If you are aware of any underlying medical conditions or other circumstances affecting you, or you are taking medication or have recently suffered any illness, or are aware of any other circumstance that might mean any element of the Thriva+ content may not be safe or appropriate for you to use, you must not use the Thriva+ content in question and, where necessary or advised, consult with your medical practitioner first before using that content.**

### **1 ABOUT THRIVA+ MEMBERSHIP**

- 1.1 Thriva+ is our Thriva membership programme, which allows Thriva customers to sign up for monthly and annual memberships that offer a range of member benefits including access to exclusive healthcare and lifestyle content as well as a monthly/annual allowance of Thriva+ Tokens which can be used to purchase Thriva products and services on our website and mobile app ("**Platform**").
- 1.2 These Thriva+ Membership Terms apply to your Thriva+ membership. However, when you use Tokens to purchase Thriva products and services on our Platform, the Terms of Sale applicable to those products and services will apply to your purchase, as follows:
- (a) **Testing Services Terms of Sale**: These terms and conditions apply to you when you order our testing services;
  - (b) **Specialist Services Terms of Sale**: These terms and conditions apply to you when you book a consultation with a Thriva specialist;
  - (c) **Product Purchases Terms of Sale**: These terms and conditions apply to you when you order Thriva supplements and other similar products.
- 1.3 If there is a conflict between these Thriva+ Membership Terms and any of our other Terms and Policies, these Thriva+ Membership Terms shall take priority, but only to the minimum extent necessary to resolve the conflict or inconsistency.

### **2 ELIGIBILITY FOR THRIVA+**

- 2.1 You are eligible for a Thriva+ membership if:
- (a) you are at least 18 years of age;
  - (b) you are a legal resident of Great Britain (England, Scotland or Wales only);
  - (c) you hold a valid debit or credit card in your own name; and
  - (d) you are signing up for Thriva+ membership for your own personal, non-business use.
- 2.2 All information provided by you in connection with Thriva+ membership must be true, complete and not misleading. You must tell us immediately if you become aware that any information you have provided to us is or is likely to become false, incomplete or misleading.
- 2.3 We reserve the right to require proof of eligibility at any time and to refuse your membership request or cancel an existing membership if we believe that you do not meet the eligibility criteria set out above, or if we are in dispute with you in relation to any other contract we have with you, or if we believe you are in breach of these Thriva+ Membership Terms or any of our other Terms and Policies.

### **3 SIGNING UP TO THRIVA+ MEMBERSHIP**

- 3.1 Thriva+ is available on a monthly membership or an annual membership:

- (a) **Monthly memberships:** monthly memberships start on the date that we accept your membership request (see below) and continue on a rolling monthly basis until cancelled by you or us in accordance with sections 9 and 11.
  - (b) **Annual memberships:** annual memberships start on the date that we accept your membership request (see below) and continue for an initial period of one year, renewing automatically for further periods of one (1) year on each anniversary thereafter, unless cancelled in accordance with sections 9 and 11.
- 3.2 You can sign up to Thriva+ through our Platform. If you already have a standard Thriva account, you can add a Thriva+ membership to your existing account. If you do not have a Thriva account, you can create one when you sign up to Thriva+. Use of a Thriva online account is subject to our [Platform Terms of Use](#).
- 3.3 Full details of the Thriva+ membership benefits available from time to time are explained in the Thriva+ sections of our Platform. Before signing up, please ensure that Thriva+ fully meets your needs. Please also see section 10 for more information about how we may make changes to the Thriva+ services and benefits for time to time.
- 3.4 If we accept your membership request, we will send you a confirmation email confirming your Thriva+ membership. At this point, a legally binding contract will be in place between you and us in respect of your Thriva+ membership.
- 3.5 We are not obliged to accept your membership request. If we do not accept your membership request, we will inform you by email. This is typically for the following reasons:
  - (a) you do not meet the eligibility criteria;
  - (b) we cannot authorise your payment;
  - (c) we suspend or discontinue, or change any element of, Thriva+ after you have submitted your order but before we have accepted it; or
  - (d) there has been a mistake on the pricing or description of Thriva+.

#### **4 MEMBERSHIP FEES AND BILLING**

- 4.1 Current membership fees are explained on our Platform. The membership fees applicable to you will be set out on your order page and will be confirmed to you in writing when we send you your confirmation email to accept your membership request (see section 3.4).
- 4.2 Monthly memberships are payable monthly in advance, with the first monthly payment taken on the start date of your membership and subsequent monthly payments taken on the same day of subsequent months.
- 4.3 Annual memberships are payable annually in advance, with the first payment taken on the start date of your membership and subsequent payments taken on each anniversary thereafter.
- 4.4 Information on your membership fees and billing periods is available on your account page on our Platform.
- 4.5 All prices are in pounds sterling and include VAT at the applicable rate.
- 4.6 All payments must be made using a valid debit or credit card and must be authorised by the relevant card issuer. We may also need to use extra security steps via a 3D secure service such as Verified by Visa.
- 4.7 You authorise us to take payment for your membership fees using the payment card registered to your account. For monthly and annual memberships and additional Token purchases (see section 6), you authorise us to take payment using the payment card registered to your account at that time the payment is due, without the need for you to re-enter your payment details each time. You can update your payment card at any time in your account settings. If you update your payment card, you authorise us to take all future payments using the new payment card without requiring you to re-enter your payment details.
- 4.8 We reserve the right to increase Thriva+ membership fees at any time and for any reason. If we do so, we will give you at least thirty (30) days' notice. However, if we increase our membership fees, such increase will not affect the membership fees you pay until the next membership year or membership month following expiry of the thirty (30) days' notice period. This does not affect any right you may have to cancel your membership in accordance with section 9.



## **5 TRIAL PERIODS**

- 5.1 From time to time, we may (in our sole discretion) offer new customers an initial trial period, which may be offered at a reduced cost or at no cost. Where we do so, your use of Thriva+ during the trial period will be subject to any terms and conditions set out or referred to in the trial offer and these Thriva+ Membership Terms. Where we offer a free trial, you will still need to provide a payment card to activate your Thriva+ account.
- 5.2 At the end of the trial period, you will automatically move onto a full annual or monthly membership (depending on your choice at sign up) and payment for your membership will be taken in accordance with section 4 using the payment card registered to your account at that time.
- 5.3 If you do not wish to move onto an annual or monthly membership following the trial period, you must cancel your membership before the end of the trial period by updating your account on our Platform or by contacting us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions.
- 5.4 If you fail to cancel before the end of the trial period and you are automatically moved onto a new annual or monthly membership, you can still cancel during the 14-day Cooling Off Period in accordance with sections 9.3 to 9.10. For the purposes of calculating the Cooling Off Period, the start date of your membership will be the date immediately following the last day of your trial period. If you do not cancel during the Cooling Off Period, you will only be able to cancel in accordance with section 9.1 (Monthly Memberships) and 9.2 (Annual Memberships).
- 5.5 Unless otherwise expressly stated in the trial offer, all trial offers are subject to a limit of one per household per calendar year.

## **6 RECEIVING AND USING TOKENS**

- 6.1 You may only use your Tokens to purchase products and services from Thriva, whether on our Platform or via any other sales channel that we offer from time to time. Tokens cannot be used to purchase products and services from third parties.
- 6.2 Where you purchase Thriva products and services using your Tokens, the purchase of those services by you and the performance of those services by us will be subject to the terms and conditions of sale applicable to those products and services (see section 1 for more information). In particular, we draw your attention to the cancellation rights that apply to your purchases. These will apply to you when you purchase Thriva products and services with Tokens, except that any refunds due to you for purchases made using Tokens will be credited back to your Thriva+ account as Tokens (no cash alternative is available).
- 6.3 Tokens used to purchase Thriva products and services will be applied to the purchase in the order in which they were first received by you. For example, if a purchase requires two (2) Tokens and you have a balance of three (3) Tokens, received in January, February and March, respectively, the Tokens received by you in January and February will be applied to the purchase.
- 6.4 If you do not have sufficient Tokens in your account to make a purchase, you can either purchase additional Tokens (see section 6.7) or pay the difference using a payment card registered to your account.
- 6.5 If you have an annual membership, your account will be credited on the first day of each membership year (i.e. the membership start date and each anniversary of that date) with the full quota of Tokens for that membership year, for as long as you maintain a valid, fully paid up annual membership.
- 6.6 If you have a monthly membership, your account will be credited on the first day of each membership month (i.e. the membership start date and the same date of each subsequent month) with that month's quota of Tokens, for as long as you maintain a valid, fully paid up monthly membership.
- 6.7 From time to time, we may (in our sole discretion) allow members to purchase additional Tokens, subject to payment in accordance with section 4. Tokens may be available for purchase individually, in bundles or as part of any promotions we may offer from time to time. Where we allow the purchase of additional Tokens, we may withdraw this functionality at any time and for any reason.
- 6.8 From time to time, we may (in our sole discretion) allow members to earn additional Tokens (or part Tokens) in return for trying new features and carrying out other activities on our

Platform. These earned Tokens can be used in the same way as any other Tokens in your account. However, earned Tokens are not refundable in the event of the cancellation of your Thriva+ membership. Where we allow members to earn additional Tokens (or part Tokens), we may withdraw this functionality at any time and for any reason.

- 6.9 Tokens in your account will roll over from month to month, but will expire without notice after a period of six (6) months starting on the date that they were initially credited to your account. You are otherwise free to use Tokens in your account as and when you wish, subject always to these Thriva+ Membership Terms and any terms and conditions set out in any applicable offer.
- 6.10 The number of Tokens credited to monthly and annual members in each monthly/annual membership period (as applicable) is explained in the Thriva+ product pages on our Platform.
- 6.11 Tokens are not transferable or exchangeable for cash. Tokens are not refundable except as expressly stated in these Thriva+ Membership Terms.

## **7 ACCESS TO THRIVA+ ONLINE SERVICES AND BENEFITS**

### ***Access and security***

- 7.1 Your membership gives you access to Thriva+ content on our Platform that is only available to Thriva+ members. You can access this content by logging into your Thriva+ account.
- 7.2 You are responsible for making all arrangements necessary to access our Platform (and for any costs of doing so). In particular, you are responsible for ensuring that your computer and/or portable device is compatible with our Platform. Your account is personal to you. You are responsible for maintaining the confidentiality of your username and password for your Thriva+ account ("**Access Credentials**"). You must not share your Access Credentials with any other person or allow anyone else to access or use your account. You agree that we will be entitled to assume that any person logging into your account or using your Access Credentials is you. You are responsible for any use of your account and the Platform under the Access Credentials, including all financial charges and legal liability.
- 7.3 If you know or have reason to believe someone has accessed the Platform using your Access Credentials without authorisation, it is your responsibility to change your password immediately. You agree to immediately notify us if you are aware of or suspect there has been any unauthorised use of your Access Credentials or your account or any other breach of security in relation to your Thriva+ account. We recommend that you change your password from time to time to assist with security. We do our best to make sure that our Platform is accurate, up-to-date and free from errors, viruses and other bugs, but we cannot promise that it will be and you are responsible for putting in place your own internet security and safety measures.

### ***Acceptable use***

- 7.4 Our Platform is intended for use only by those who can access it from within Great Britain. If you choose to access our Platform from locations outside Great Britain, you are responsible for compliance with local laws.
- 7.5 We want you and others to enjoy using our Platform. When doing so, you must not:
  - (a) use our Platform or any of its content for illegal or unauthorised purposes and you must comply with all laws and regulations applicable to your use of our Platform and its content, including copyright and other intellectual property laws;
  - (b) attempt to restrict another user of our Platform from using or enjoying our Platform and you must not encourage others to breach our Thriva+ Membership Terms;
  - (c) interfere with our Platform or any servers or networks connected to our Platform, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You must not inject content or code or otherwise alter or interfere with the way any page of our Platform is rendered or displayed in a user's browser or device;
  - (d) change, modify or alter our Platform or any of its content, or change, modify or alter another website so as to inaccurately imply an association with our Platform or with us;

- (e) access our Platform or its content via a means we have not authorised in writing in advance, including automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies); and
- (f) use, or cause others to use, any automated system or software to extract content or data from our Platform (for commercial purposes or otherwise), except where you or any applicable third party has entered into a written agreement with us that permits such activity.

***Reliance on our Thriva+ content***

- 7.6 Access to our Platform is permitted on a temporary basis and we reserve the right to suspend or terminate access to any part of it at any time without notice. We also update our Platform regularly and reserve the right to add, remove and otherwise change its content at any time without notice. See sections 10 and 11 for more information on why this might happen.
- 7.7 The Thriva+ content on our Platform is not intended to be, and is not, medical advice or any other form of advice and must not be relied upon as such. Any reliance that you may place on any Thriva+ content is at your own risk.
- 7.8 If you are aware of any underlying medical conditions or other circumstances affecting you, or you are taking medication or have recently suffered any illness, or are aware of any other circumstance that might mean any element of the Thriva+ content may not be safe or appropriate for you to use, you must not use the Thriva+ content in question and, where necessary or advised, consult with your medical practitioner before using that content.

***Intellectual property rights***

- 7.9 Our Platform and its content are protected by certain rights, including registered and unregistered intellectual property rights (“**Rights**”). These Rights belong either to us or to our licensors. We and our licensors expressly reserve all Rights in and to our Platform and its content. Nothing in these Thriva+ Membership Terms grants you any legal rights in our Platform or its content other than as necessary to enable you to access and use our Platform and its content in accordance with these Thriva+ Membership Terms and, where applicable, our other Terms and Policies. The use of any trade marks that appear on our Platform is strictly prohibited unless you have our prior written permission.
- 7.10 The names “Thriva” and “Thriva+” and all related domain names, trade marks, logos, brand names and/or trading names appearing on our Platform are owned by us or our licensors.
- 7.11 You may only view, print out, use, quote from and cite our Platform and its content for your own personal, non-commercial use on the condition that you give appropriate acknowledgment to us where appropriate and you do not remove our copyright or other proprietary notices.

**8 YOUR RIGHT TO MAKE CHANGES TO YOUR MEMBERSHIP**

- 8.1 If you have a monthly membership, you can change to an annual membership at any time by updating your account details on our Platform or by contacting us using the contact details in the “Contact Us” section at the beginning of these Terms and Conditions. Where you make a change from a monthly membership to an annual membership, your existing monthly membership will continue until the end of the then-current membership month and your new annual membership will start on the following day.
- 8.2 If you have an annual membership, you can only change to a monthly membership at the end of the then-current membership year. You can request this change at any time by updating your account details on our Platform or by contacting us using the contact details in the “Contact Us” section at the beginning of these Terms and Conditions, but the change will not take effect until the end of the then-current membership year.
- 8.3 When changing from one membership type to another, the membership fees that apply to your new membership will be the Thriva+ membership fees that apply at the time that your new membership starts (as displayed on our Platform). Any Tokens on your account immediately prior to the change will roll over to your new membership. Tokens rolled over to a new membership will remain subject to their original expiry dates.
- 8.4 You must tell us promptly about any changes to your personal details (e.g. your address, contact information or payment details). You can do this at any time by updating your account details on our Platform or by contacting us using the contact details in the “Contact Us” section at the beginning of these Terms and Conditions.

- 8.5 This section does not limit your right to cancel during the Cooling Off Period referred to in section 9.

## **9 YOUR RIGHT TO CANCEL YOUR MEMBERSHIP**

### ***Monthly memberships***

- 9.1 If you are outside the Cooling Off Period (see below), you may cancel your membership at any time and the cancellation will take effect at the end of the current membership month. You will have access to your Thriva+ account and are free to use the balance of Tokens on your account for the remainder of that membership month, following which you will lose access to your Thriva+ account and any remaining Tokens will expire. No refund will be due to you.

### ***Annual memberships***

- 9.2 If you are outside the Cooling Off Period (see below), you may cancel your membership at any time and the cancellation will take effect at the end of the current membership year. You will have access to your Thriva+ account and are free to use the balance of Tokens on your account for the remainder of that membership year, following which you will lose access to your Thriva+ account and any remaining Tokens will expire. Alternatively, you can request that your account be closed immediately, in which case you will lose access to your Thriva+ account and any Tokens immediately. No refund will be due to you. remain responsible for the full annual membership fees.

### ***Your right to cancel during the Cooling Off Period***

- 9.3 You have the right to cancel a monthly or annual membership without any reason within a cooling off period of fourteen (14) days that ends fourteen (14) days after the day on which the contract was formed (i.e. when we accepted your membership request) ("**Cooling Off Period**"). For example, if the contract was formed on the 1<sup>st</sup> day of the month, the Cooling Off Period ends at the end of the 15<sup>th</sup> day of the month. A new Cooling Off Period will apply to any automatic renewals of an annual membership.
- 9.4 To exercise your right to cancel during the Cooling Off Period, you must inform us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. Emailing us is usually the easiest and quickest method, but you are also free to send us a letter by post if you prefer. You may also use the Cancellation Form set out at the end of these Thriva+ Membership Terms, but that is not obligatory.
- 9.5 To meet the cancellation deadline, it is sufficient for you to send your cancellation notice before the expiry of the Cooling Off Period (even if it does not reach us until later).
- 9.6 If you cancel your membership during the Cooling Off Period, your membership will end immediately and you will lose all access to your Thriva+ membership account and any Tokens.
- 9.7 We will not start providing any membership services during the Cooling Off Period unless you ask us to. When you sign up, we will give you immediate access to the Thriva+ membership benefits, including access to our Thriva+ online content and the ability to start using your Tokens for that month/year (e.g. to book consultations or testing services, or to purchase supplements). Therefore, when you sign up for Thriva+ membership, you will be given the opportunity to request for us to start providing the Thriva+ services during the Cooling Off Period. If you don't make that request, we will be unable to start providing the Thriva+ services and benefits to you until the Cooling Off Period has expired. We are not obliged to accept your request.
- 9.8 By making a request for us to start providing the services during the Cooling Off Period, you will lose your right to cancel without charge during the Cooling Off Period. In these circumstances, you are still entitled to cancel your membership during the Cooling Off Period, but your refund will be reduced to the extent that you have already received any products or services from us before you cancel – this is further explained below.
- 9.9 If you cancel during the Cooling Off Period, we will reimburse to you all payments we have received from you for your Thriva+ membership, unless you requested for us to start providing the services during the Cooling Off Period, in which case your refund will be affected as follows:
- (a) if you have not used any of your Tokens, we will give you a full refund of the membership fees you have paid;

- (b) if you have used some of your Tokens, we will give you a proportionate refund of the membership fees you have paid to reflect the products or services you have received before cancellation. For example, if you have received two (2) Tokens on a monthly membership and you have used one (1) Token to purchase Thriva products or services, we will give you a refund of 50% of the monthly membership fee you have paid for that month, to reflect the fact that you have received products or services equivalent to half of your monthly entitlement to Tokens. If your annual membership includes twenty-four (24) Tokens per membership year and at the time of cancellation you have a balance of eighteen (18) Tokens, we will refund you 75% of the annual membership fee you have paid for that year;
- (c) if you have used all of your Tokens, there will be no refund because you will have used 100% of your entitlement to Tokens;
- (d) if you have used Tokens to purchase products or services from us, but you have exercised your right to cancel the purchase under the applicable Terms of Sale, then as long as you comply fully with your cancellation obligations in those Terms of Sale (e.g. by returning any products we have sent you) we will give you a full refund of the membership fee you have paid less any deductions we are entitled to make under the applicable Terms of Sale that apply to your purchase. For example, if you do not return any supplements you have purchased, we will be entitled to deduct the cost of the supplements from the refund of your membership fee or to charge you for them if we have already refunded your membership fee. If you have booked a consultation or ordered testing services and we have already started providing those services before you cancel (for example, we may have processed your sample but not yet provided your report), we may deduct certain costs from your refund. Please see the applicable Terms of Sale for full details of the cancellation rights applicable to the sale of our products and services:

(i) **Testing Services Terms of Sale**

(ii) **Specialist Services Terms of Sale**

(iii) **Product Purchases Terms of Sale**

- 9.10 We will pay any refund due to you without undue delay, and no later than fourteen (14) days after the day on which we are notified of your decision to cancel. We will pay any refund due to you using the payment method registered to your account. You are only entitled to a refund of any amounts actually paid by you. No refund will be due to you (or the amount may be reduced) if you are not up to date on the payment of your membership fees.
- 9.11 Cancellation will not affect your or our respective rights and remedies that have arisen prior to cancellation. If you or we cancel your membership for any reason, it will not affect our right to receive any money that you owe to us.
- 9.12 The right to cancel during the Cooling Off Period is in addition to and does not affect your legal rights in relation to damaged, defective or misdescribed goods and services (see section 12).

**10 OUR RIGHT TO MAKE CHANGES TO YOUR MEMBERSHIP**

- 10.1 We regularly review the services and benefits we offer to our Thriva+ members. From time to time, we may add, remove or amend a specific element or benefit of Thriva+. We may do this in response to member feedback or where we believe we can offer better value or more appropriate services, or where we are required to do so to comply with applicable law and regulation. For this reason, we reserve the right to amend any element of the Thriva+ services and benefits and/or these Thriva+ Membership Terms at any time.
- 10.2 We will give you at least thirty (30) days' notice of any changes, except that if a change is required by law or regulation, we may need to make that change immediately, in which case we will notify you of the change and the date from which it will apply as soon as possible.
- 10.3 If we make a change that affects your membership in a materially adverse way (for example, if we remove a significant benefit and do not replace it with something of equivalent value), then if you are not happy with the proposed changes notified to you, you may cancel your membership by contacting us using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. If you wish to cancel, you must notify us within thirty (30) days of the date that we notified you of the proposed changes and if you do so, we will refund you in accordance with section

- 10.4 s 10.4 and 10.5. If you do not cancel your membership within that thirty (30) day period, then your membership will continue and you will no longer be able to cancel as a result of the proposed changes.
- 10.5 If you cancel your membership in accordance with section 10.3, you will lose all access to your Thriva+ account and any Tokens balance and we will issue to you a refund for any unused portion of your membership, including any unused Tokens. For example, if your membership includes two (2) Tokens per month and at the time of cancellation you have a balance of one (1) Token, we will give you a refund of 50% of the monthly membership fee you have paid for that month. If your annual membership includes twenty-four (24) Tokens per membership year and at the time of cancellation you have a balance of eighteen (18) Tokens, we will refund you 75% of the annual membership fee you have paid for that year. Refunds do not apply to Tokens earned under section 6.8, which are not refundable.
- 10.6 We will pay any refund due to you without undue delay, and no later than fourteen (14) days after the day on which we cancel your membership. We will pay any refund due to you to the payment card registered to your account. You are only entitled to a refund of any amounts actually paid by you. No refund will be due to you (or the amount may be reduced) if you are not up to date on the payment of your membership fees.

## **11 OUR RIGHT TO SUSPEND OR CANCEL YOUR MEMBERSHIP**

- 11.1 Without limiting our right to cancel your membership in accordance with the further provisions of this section 11, we reserve the right to suspend your membership with immediate effect if:

- (a) we are unable to collect any membership fees due from you on the due date for payment;
- (b) we suspect that you are otherwise in breach of these Thriva+ Membership Terms, and/or any of our other Terms and Policies, and/or any other contract that we may have with you;
- (c) we suspect that someone else has access to your account or that your account has been compromised in some way;
- (d) you have not accessed your account for a continuous period of at least six (6) months; or
- (e) we are required (or reasonably believe that we are required) to do so to comply with applicable law or regulation.

If we suspend your membership for any reason, we will confirm this to you by email. The suspension will be lifted once the reason for the suspension has been resolved to our satisfaction. In the meantime, you will be unable to access the Thriva+ services or use any Tokens.

- 11.2 We may cancel your membership with immediate effect by giving you written notice if:

- (a) you do not, or you have ceased to, meet the eligibility requirements in section 2;
- (b) you fail to make any payment to us on the due date for payment and you remain in default seven (7) days after the date of our notice to you requiring you to make payment;
- (c) you are otherwise in breach of these Thriva+ Membership Terms, and/or any of our other Terms and Policies, and/or any other contract that we may have with you; or
- (d) your account has been suspended for inactivity and you have not contacted us to reinstate your account within the period of thirty (30) days following the date of our notice informing you of the suspension.

If we cancel your membership under this section 11.2, you will lose all access to your Thriva+ account and any Tokens. If we cancel your membership under section 11.2(d), we will refund any money you have paid to us in respect of the membership period since the start of the suspension. In all other cases, we will refund any money you have paid in advance for services we have not provided, except that we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract (if applicable).

- 11.3 We may cancel your membership:

- (a) by giving you at least thirty (30) days' notice at any time and for any reason; or

- (b) by giving you notice with immediate effect if we are required (or reasonably believe that we are required) to do so to comply with applicable law or regulation.

If we cancel your membership under this section 11.3, you will lose all access to your Thriva+ account and any Tokens at the end of the notice period. We will issue to you a refund for any unused portion of your membership, including any unused Tokens. For example, if your monthly membership includes two (2) Tokens per month and at the time of cancellation you have a balance of one (1) Token, we will refund you 50% of the monthly membership fees you have paid for that month. If your annual membership includes twenty-four (24) Tokens per membership year and at the time of cancellation you have a balance of eighteen (18) Tokens, we will refund you 75% of the annual membership fee you have paid for that year. Refunds do not apply to Tokens earned under section 6.8, which are not refundable.

- 11.4 We will pay any refund due to you without undue delay, and no later than fourteen (14) days after the day on which we cancel your membership. We will pay any refund due to you using the payment method registered to your account. You are only entitled to a refund of any amounts actually paid by you. No refund will be due to you (or the amount may be reduced) if you are not up to date on the payment of your membership fees.

## 12 YOUR LEGAL RIGHTS

- 12.1 The Consumer Rights Act 2015 gives you certain legal rights (sometimes also known as “statutory rights”). We are under a legal duty to supply products and services that are in conformity with the contract. Products we supply must be as described, of satisfactory quality and fit for any particular purpose made known to us. Where our products do not conform with the contract (e.g. they have arrived in a damaged or defective condition or they do not meet their description), then you may be entitled to return them for a refund or replacement, or to receive a price reduction. Any services that we provide to you in relation to your membership must be carried out with reasonable care and skill. If our services are faulty, you may be entitled have the services re-performed or to get some money back if we can’t fix the issue.
- 12.2 If you experience a problem with any of our products and services, please contact us using the contact details in the “Contact Us” section at the beginning of these Terms and Conditions and we will do our best to help resolve the problem.
- 12.3 Nothing in these Thriva+ Membership Terms affects your legal rights under the Consumer Rights Act 2015. You may also have other rights in law. Advice about your legal rights is available from your local Citizens’ Advice Bureau ([www.citizensadvice.org.uk/](http://www.citizensadvice.org.uk/)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)).

## 13 OUR LIABILITY TO YOU

- 13.1 Nothing in these Thriva+ Membership Terms limits or excludes our liability for:
  - (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of your legal rights in relation to goods and services (as described in section 12); or
  - (d) any other matter for which it would be illegal for us to limit or exclude our liability.
- 13.2 Except as described in section 13.1, we exclude our liability to you as follows:
  - (a) **Unexpected loss:** we are not responsible for any loss you suffer to the extent that it was not obvious when you placed your order that you would suffer that loss and nothing you said to us before placing your order meant that we should have expected it (so, in the law, the loss was “unforeseeable”);
  - (b) **Avoidable loss:** we are not responsible for any loss you suffer to the extent that the loss could have been avoided by you by taking reasonable action;
  - (c) **Loss that is not caused by us:** we are not responsible for any loss you suffer to the extent that it is caused by a third party who is not acting on our behalf or under our direct instructions;
  - (d) **Loss caused by circumstances outside our control:** we are not responsible for any loss you suffer to the extent that it is caused by any event or circumstance that is or was beyond our reasonable control;

- (e) **Unavailability of our Platform:** we are not responsible for any loss you suffer that is caused by any unavailability of our Platform or any of our other systems;
  - (f) **Business loss:** we only sell to consumers and are not responsible for any business loss you suffer, including (without limit) loss of profits or revenue, loss of anticipated savings or loss of goodwill.
- 13.3 Subject to sections 13.1 and 13.2, if defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation up to a maximum of £250. We reserve the right to inspect and verify any damage claimed, including to assess whether that damage was caused by us, and you must provide such cooperation as we may require to enable us to do so.
- 13.4 Subject to sections 13.1, 13.2 and 13.3, our maximum liability to you under or in connection with these Thriva+ Membership Terms and your membership contract, however arising (whether in contract, tort (including negligence) or otherwise) shall be limited to:
- (a) in respect of a monthly membership, a sum equal to twelve (12) times the monthly membership fees applicable to your monthly membership; and
  - (b) in respect of an annual membership, a sum equal to the annual membership fees applicable to your annual membership.

## 14 YOUR PRIVACY AND PERSONAL DATA

- 14.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our [Privacy Notice](#), which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 15 GENERAL

- 15.1 The contract between you and us is personal to you. You may not assign, sub-license or otherwise transfer any of your rights or obligations under the contract. We may transfer, assign, charge, sub-contract and/or otherwise dispose of part or all of our rights and obligations under the contract at any time.
- 15.2 No one other than a party to the contract between you and us has any right to enforce any of its terms.
- 15.3 If any provision of these Thriva+ Membership Terms is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of these Thriva+ Membership Terms, which will remain in full force and effect.
- 15.4 If we fail at any time to insist on strict performance of any of your obligations under the contract between you and us, or if we fail to exercise any of our rights or remedies, this does not constitute a waiver of our rights or remedies and does not relieve you from compliance with your obligations. A waiver by us of any default does not constitute a waiver of any subsequent default. No waiver by us is effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 16 DISPUTE RESOLUTION

- 16.1 If you are unhappy with any aspect of our services or any other matter, please contact us as soon as possible using the contact details in the "Contact Us" section at the beginning of these Terms and Conditions. We will try to resolve any disputes with you quickly and efficiently in accordance with our Complaints Handling Policy, which can be accessed on our Platform.
- 16.2 If we are unable to resolve any issues for you in accordance with our Complaints Handling Policy, or you are unhappy with the outcome, you may request that alternative dispute resolution ("**ADR**") is used. ADR is a process for resolving disputes between you and us that does not involve going to court.
- 16.3 If we have exhausted our Complaints Handling Policy, we will provide you with the name and website address of an ADR provider that would be competent to deal with your issue. If you



make a request for the dispute to be settled by ADR, we will consider whether or not we wish to participate in ADR, but we are not obliged by law to participate.

- 16.4 If you do not wish to use ADR, or you are unhappy with the outcome of ADR, you can still bring court proceedings.

English law will apply to these Thriva+ Membership Terms and the contract between you and us, except that you will not be deprived of the benefit of the laws of any other part of Great Britain in which you are resident. If you want to take court proceedings, the courts of the region of Great Britain in which you live will have non-exclusive jurisdiction.

**THRIVA  
CANCELLATION FORM**

For the attention of:

Thriva Limited

hello@thriva.co

I hereby give notice that I cancel my contract:

**Products/services ordered (*insert description*):** .....

**Ordered on (*insert date*):** .....

**Reference number: (*insert number*):** .....

**Name of customer:** .....

**Address of customer:** .....

.....

.....

**Date:** .....

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***It is not obligatory to use this Cancellation Form. It is easiest and quickest to email us using our contact details in the "Contact Us" section at the beginning of these Terms and Conditions. If you do wish to use this Cancellation Form, please send it to us at the email listed at the top of the page.***