

## EMsculpt Neo Clinic

### General Business Terms and Terms and Conditions for the Promotional Use of Sales Vouchers, Cards & Special Offers

#### Statement:

Any company, partnership, individual, customer or other legal entity ("you" or "your") purchasing goods and services in conjunction with membership plan, loyalty cards/vouchers/leaflets/forms or any other promotional offer or deduction or discount together called the ("Promotional offers") from Harley Hospital (5 Fitzwilliam Square E, Dublin 2, D02 R744) or its affiliates or subsidiaries ("Harley Hospital center/boutique/clinic/group", "us" or "we", as applicable) or any related brand does so subject to these terms and conditions below:

#### Card/Voucher:

- The Promotional offers, issued by Harley Hospital (the Promoter) or its affiliates or subsidiaries, (the Promoter), can be exchanged for the promotional value indicated on the face of the card, providing all rules, terms & conditions are met:
- This promotion is covered under United Kingdom Law
- The promotional offer is only valid at 5 Fitzwilliam Square E, Dublin 2, D02 R744
- The voucher may only be redeemed against other single transaction products and services within Harley Hospital clinics only.
- The voucher may not be used in conjunction with any other offer or promotion.
- Change will not be given on any purchase and the voucher may not be exchanged for cash.
- Voucher cash value 0.0001p.
- Offer is subject to availability.
- The promoter can withdraw the offer at any time without prior notice.
- Voucher is only valid between the promotional period/s (dates – from – to).
- After giving you verbal notice, Harley Hospital can change, the date and time of your offer.
- Only one voucher may be redeemed per customer/patient per transaction.
- A transaction constitutes a single purchase of a single Harley Hospital product or service, within a four hour period.

- Please note no refunds for any offers or vouchers, regardless of treatment being started or completed.
- Vouchers lost or stolen are at the customer's/patient's own risk.
- It is your own responsibility to ask us verbally or in written about the consultation or cancellation fees, and it is our responsibility to provide them written or verbally.

#### Terms Governing the Cards/Vouchers

- You may not sell the promotional offer Cards/Vouchers to any third parties without our written consent
- If we do give our consent then such consent may be subject to any conditions which we impose
- In any event you may not sell the promotional offer Cards/Vouchers through the internet without our express written consent, which you must obtain before making any such sale. We reserve the right at all times to refuse to permit any sale of the promotional offer Cards/Vouchers by you to a third party

#### Data Protection

Harley Hospital is a registered data controller for data protection purposes and will only collect or use any personal information provided by you to manage your account.

Harley Hospital will always process personal information in accordance with the Data Protection Act 1998 and other relevant privacy laws and will never market to individuals without their prior consent.

#### Use of Harley Hospital's Brand

- You may not use any product image, corporate title, designation, service mark, trademark or any other trading name or style of Harley Hospital Brand or any other affiliates brand without having first obtained our consent in writing
- You may not dispatch any Cards to any third party if we have not previously approved any artwork incorporating the Harley Hospital Brand in writing.
- We may withdraw any consent or approval referred to in this clause at any time by notifying you of such withdrawal.

#### Your Insolvency

In the event that:

- you make any voluntary arrangement with your creditors, you become subject to an administration order, you go into liquidation, you suffer a petition for winding up to be issued against you or the equivalent occurs under any jurisdiction order other than for the purpose of a solvent amalgamation or reconstruction, or (being an individual) you are made bankrupt; or
- an encumbrancer takes possession of, or a receiver or an administrative receiver is appointed over any of your property or assets; or - you suspend or threaten to suspend any payments hereunder or cease or threaten to cease to carry on business or
- Harley Hospital reasonably considers that any of the events mentioned above is about to occur in relation to you then without prejudice to any other right or remedies available to us, we shall be entitled forthwith to cancel our contract with you and/or suspend any further agreements/retail sales/transactions without any liability to you.

Where we are in breach of these terms:

- we will not be liable to you (whether in contract, tort or otherwise) for any indirect or consequential loss, cost or damage you suffer
- we will not in any event be liable for any loss of profits, loss of business, loss of revenue, loss of data or loss of goodwill, whether any such loss is direct or indirect.
- our maximum liability to you arising out of or in connection with the promotional offer Card/Voucher from us shall be limited to the promotional value of the Card/Vouchers.

Consultation information at Harley Hospital

At Harley Hospital we do our absolute best to provide our patients with the highest quality of care and comfort all throughout their journeys with us. Our team is trained at the highest standards to make sure all treatments and procedures we provide match our patients' expectations. All consultations with our EMsculpt Trained and Registered Practitioners are free of charge, and are focused on you, to help you better understand all aspects of the procedure as to take an informed decision. Consultations with renowned Doctors and Surgeons are also possible at Harley Hospital. Although we will charge a fee for these sort of consultations, this fee will be subtracted from your

EMsculpt Neo treatments in the eventuality that you decide to move forward with the procedure.

#### Making a booking at Harley Hospital

You can make a booking over e-mail or telephone. When making a booking for a consultation we may require your card details. Your card will not be charged any fees, unless you do not show up at the consultation and do not give us a 48 hours' notice, in which case we will charge a £29 no-show fee to cover for the practitioner's time. In the eventuality, we book you in for treatment, you may be required to pay a deposit that may vary from treatment to treatment. This deposit will be subtracted from the cost of your treatment.

#### Cancelling an appointment at Harley Hospital

Cancellations can be made by phone, email or in person. A 48 hours' notice prior to your scheduled appointment is required. If you fail to provide us with at least 48 hours' notice of cancellation, you may lose your deposit and we may cancel your treatment.

#### Arriving late for your appointment at Harley Hospital

We recommend contacting us in case you think you might be late for your appointment. Although, we will always do our best to try and accommodate you, sometimes we will not be able to because of the scheduling or logistic reasons.

#### Refunds at Harley Hospital

We do not offer refunds on no-show fees, treatments taken, purchased products, medical consultations where treatment has not taken place or treatment deposits where the patient did give us the proper notice. Any possible refunds are subject to approval by the Chief Executive of Harley Hospital and are payable during a working day – Monday to Friday.

#### Child policy (under 18 years old) at Harley Hospital

Taking into account regulations from the Care Quality Commission, we cannot see or treat person under the age of 18 years old.

#### Privacy Policy

At Harley Hospital we are dedicated to safeguarding and preserving your privacy when visiting our site or communicating electronically with us. This Privacy Policy, together with our terms of use, explains what happens to any personal data that you provide to us, or that we collect from you when you are on this site.

We do update this Policy from time to time so please do return and review this Policy regularly.

#### Information We Collect

In operating our website, we may collect and process the following data about you:

- i. Details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data.
- ii. Information that you provide by filling in forms on our website, such as when you registered for information.
- iii. Information provided to us when you communicate with us for any reason.

#### Use of Your Information

The information that we collect and store relating to you is primarily used to enable us to provide our services to you. In addition, we may use the information for the following purposes:

- i. To provide you with information requested from us, relating to our products or services. To provide information on other products which we feel may be of interest to you, where you have consented to receive such information.
- ii. To meet our contractual commitments to you.
- iii. To notify you about any changes to our website, such as improvements or service/product changes, that may affect our service.

If you are an existing customer, we may contact you with information about goods and services similar to those which were the subject of a previous sale to you.

Further, we may use your data, or permit selected third parties to use your data, so that you can be provided with information about unrelated goods and services which we consider may be of interest to you. We or they may contact you about these goods and

services by any of the methods that you consented at the time your information was collected.

If you are a new customer, we will only contact you or allow third parties to contact you when you have provided consent and only by those means you provided consent for.

If you do not want us to use your data for our or third parties you will have the opportunity to withhold your consent to this when you provide your details to us on the form on which we collect your data. Please be advised that we do not reveal information about identifiable individuals to our advertisers but we may, on occasion, provide them with aggregate statistical information about our visitors.

#### Storing Your Personal Data

We may transfer data that we collect from you to locations outside of the European Economic Area for processing and storing. Also, it may be processed by staff operating outside the European Economic Area who work for us or for one of our suppliers. For example, such staff maybe engaged in the processing and concluding of your order,

the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all reasonable steps to make sure that your data is treated securely and in agreement with this Privacy Policy.

Data that is provided to us is stored on our secure servers. Details relating to any transactions entered into on our site will be encrypted to ensure its safety.

The transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically and transmission of such data is therefore entirely at your own risk.

#### Disclosing Your Information

Where applicable, we may disclose your personal information to any member of our group. This includes, where applicable, our subsidiaries, our holding company and its other subsidiaries (if any). We may also disclose your personal information to third parties:

- i. Where we sell any or all of our business and/or our assets to a third party.

ii. Where we are legally required to disclose your information.

iii. To assist fraud protection and minimize credit risk.

#### Third Party Links

You might find links to third party websites on our website. These websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

#### Access to Information

The Data Protection Act 1998 gives you the right to access the information that we hold about you. Should you wish to receive details that we hold about you please contact us using the contact details below.

#### Contacting Us

We welcome any queries, comments or requests you may have regarding this Privacy Policy. Please do not hesitate to email us at [private@harley.hospital](mailto:private@harley.hospital), telephone us on +353 1485 4912 or write to Harley Hospital, 5 Fitzwilliam Square E, Dublin 2, D02 R744