

GENERAL TERMS AND CONDITIONS

1 THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions (“**Terms**”) on which we will provide a movement scan (“**Scan**”) and analytical movement report (“**Report**”) (together the “**Service**”).

These Terms apply to your purchase of the Services from us.

1.2 **About our service.** Full details of our Service can be found on Joint Analytics website. This explains how the Scan is done (itinerary, duration etc) and what you can expect to see in the Report. It will also let you know when (and how) you can access your Report. Please carefully review this document and contact us if you have any questions. By booking an Appointment, you understand that you will be required to take part in a non-invasive process which will include the placing of reflective markers on your body to collect movement data (including video).

1.3 **Why you should read them.** Please read these terms carefully before you book a movement scan (“**Appointment**”). These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Joint Analytics Limited a company registered in England and Wales. Our company registration number is 10926742 and our registered office is at The Old Bank, 205-207 High Street, Cottenham, Cambridge, UK, CB24 8RX

2.2 **How to contact us.** You can contact our customer service team by email at contact@jointanalytics.com or Joint Analytics Limited, 205-207 High Street, Cottenham, Cambridge, UK, CB24 8RX.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us when you registered.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 OUR CONTRACT WITH YOU

3.1 **Your Appointment request.** In order to book an Appointment, you must register as a client on our website and agree to our [Website Terms of Use](#).

3.2 **How we will accept your Appointment request.** Our acceptance of your Appointment will take place when we email you to accept it, at which point a contract will come into existence between you and us. If you pay for your Appointment prior to us sending you an acceptance email, we shall refund all fees to you if we subsequently do not accept your Appointment request.

3.3 **If we cannot accept your Appointment request.** If we are unable to accept your Appointment request, we will inform you of this and will not charge you for the Scan. This might be 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 Service or because we are unable to provide the Service at the location you have requested within the timescales you have specified.

3.4 **Locations.** A list of locations where the Services can be provided is available on our website. You must specify a location when booking your Appointment.

4 OUR SERVICES

4.1 **Not a medical diagnosis.** We provide a movement analysis service. You acknowledge that any conclusion reached in your Report is not a medical diagnosis and should not be relied upon as such. Please contact your doctor or other healthcare professional if you have any medical concerns.

4.2 Carrying out the Scan. The Scan will be conducted by a Joint Analytics licensed clinic on our behalf. A list of approved clinics can be found on our website.

4.3 Content of your Report. The example images of the Reports on our website are for illustrative purposes only. The content and display of information in your Report will depend on the quality of the data collected during your Scan. Please be aware that the PDF Report will not contain the full content available via our Site.

5 YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your Appointment (ie. date, location or Scan type) you can do so online by logging in to your account no later than 1 day before your Appointment date. We will let you know via email if the change is possible. If it is possible we will let you know about any changes to the price of the Service, which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6 OUR RIGHTS TO MAKE CHANGES

We may change our Service: (i) to reflect changes in relevant laws and regulatory requirements; and (ii) to implement minor technical adjustments and improvements, for example to address a security threat on our website. These changes will not affect your use of the Service.

7 PROVIDING THE SERVICES

7.1 When we will provide the Services. We will let you know when we will provide the Services to you when we send you a confirmation of your Appointment.

7.2 Delivering the Report. We will make the Report available to you on our website (available when you login to your account) within 5 days of your Appointment. We will send

you an email to let you know when the Report is available and with details on how to access the Report. We will not make the Report available to you in any other format.

7.3 Accessing your Report. In accessing your Report, you agree to comply with our [Website Terms of Use](#). The Report will be available on our website for 6 months. You will be able to enjoy the full functionality of our interactive Report during that period. Once the 6 month period expires, we will archive your Report. For access to your Report after it has been archived, you will need to make a request to support@jointanalytics.com. You acknowledge and agree that the Report is only for personal use.

7.4 We are not responsible for delays outside our control. If our ability to provide the Services to you is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.5 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Services to you, for example, certain special needs such as walking assistance or other relevant medical background. If so, this will have been stated in the description of the Services on our website. It is important that you provide this requested information to enable the full service to be delivered. If you do not give us this information, or if you give us incomplete or incorrect information, we may either end the contract (and clause **Error! Reference source not found.** will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.6 Reasons we may suspend the supply of Services to you. We may have to suspend the availability of the Report

on our website to deal with technical problems or make minor technical changes. We may also suspend the availability of the Report if we reasonably believe that you have breached these Terms or our website terms of use.

7.7 Your rights if we suspend the supply of Services. We will contact you in advance to tell you we will be suspending the availability of your Report on our website, unless the problem is urgent or an emergency. Please contact us if your Report is unavailable for longer than 5 days and we will investigate to understand the reason for the delay and make it available as soon as reasonably possible.

8 YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on whether there is anything wrong with it, how we are performing and when you decide to end the contract (for example, before or after we have performed the Scan):

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below, the contract will end immediately, and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the Services you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

How long do I have to change my mind? You can cancel the contract within 14 days after the day on which you receive our email confirming we accept your Appointment request. However, once we have completed the Scan you cannot change your mind and will not receive a refund, even if the 14 day period is still running. When you choose an Appointment date that is within 14 days of your Appointment request, you agree that you are happy for us to provide the Services to you before your 14 day right to cancel has expired. Any cancellation of your Scan within 24 hours of your Appointment date (even if the 14 day period is still running) will be dealt with under clause 8.4.

8.4 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and the following refunds will be given;

Cancellation more than 24 hours before your Appointment date	full refund
Cancellation within 24 hours of your Appointment	50% refund
Missed appointment	No refund

9 HOW TO CANCEL YOUR APPOINTMENT (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

Online. Login to your account on our website, navigate to the relevant appointment and cancel from there.

Email. Email us at appointments@jointanalytics.com. Please provide your name, home address, details of the appointment, registered email address and, where available, your phone number.

9.2 **How we will refund you.** We will refund you the price you paid for the Services by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind that we may make the deductions set out in clause 8.

9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible and in any event within 14 days of your telling us you have changed your mind.

10 OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you (including by email) if you do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due.

11 IF THERE IS A PROBLEM WITH THE SERVICE

11.1 **How to tell us about problems.** If you have any questions or complaints about the Service, please contact us. You can contact our customer service team at support@jointanalytics.com.

12 PRICE AND PAYMENT

12.1 **Where to find the price.** The price of the Service (which includes VAT) will be the price indicated on the order pages when you book your Appointment.

12.2 **When you must pay.** You must pay the full price of the Services when you attend the clinic for your Appointment.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

13.3 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 YOUR DATA

14.1 **How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).

14.2 **Your Report and Scan data.** We will use your Scan data to analyse your movements and produce a movement Report. You agree that we can anonymise your Scan data and use such anonymised data for our own commercial use. We will ensure that your Report is kept secure on our website and provide you with a secure way to invite others to view your Report. We will not be responsible for how a person who has permission to access your Report uses your Report.

Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15 OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

15.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in