

## **Terms and Conditions – ResMed (UK) for ResMed Sleep Clinic**

Welcome to ResMed (UK) for ResMed Sleep Clinic (<https://www.resmed.co.uk/patient/resources/uk-sleep-clinic/>) website (“Website”). By using this Website and/or placing an order for our Services (as defined below), you agree to be bound by these Terms and Conditions, our **Privacy Policy (as below)**, **Cookies Notice**, and **Legal and IP** (collectively known as “Terms”). If you do not agree to these Terms, please do not use this Website.

### **1. Scope**

- 1.1. In these Terms, the term “you” refers to the person using this Website. The terms “we”, “our”, “us”, and “ResMed” collectively refers to ResMed (UK) Limited (Company No. 02863553), incorporated in England and Wales with its registered office at Quad 1, First Floor, Becquerel Avenue, Harwell Campus, Didcot, Oxfordshire, OX11 0RA.
- 1.2. These Terms set out the agreement between you and ResMed on which we sell home sleep apnoea testing service, as listed on our Website (“Services”). For clarification, any orders for our Services are limited to the UK residents only.
- 1.3. By ticking the acceptance boxes during the self-enrolment or when you place an order with us manually, you confirm that you are at least 18 years of age or above, and that all information you submit during the self-enrolment or during the manual order placement, is true, accurate and complete. You also agree to bound by these Terms.

### **2. Privacy**

For information about the way in which we use, process and share your personal information that we obtain about you when you use our Services, please refer to our **Privacy Policy**.

### **3. Disclaimer on emergency medical conditions**

Our Services are not a substitute for medical diagnosis or treatment by your GP or a specialist. Do not use this Website for medical emergency services. In an emergency, call your local emergency assistance number.

### **4. Medical Disclaimer**

The Content on this Website, including all text, images, data, information and other material displayed, is for informational and educational purposes only. It is not a substitute for the professional medical advice, diagnosis or treatment. The use of the Content obtained through this Website does not establish a physician-patient relationship. Your reliance on information and Content obtained by you at or through this Website is solely at your own risk. Neither we nor providers of Content to us assume any liability or responsibility for damage or injury (including death) to you, other persons or property arising from any use of any product, information, idea or instruction contained in the Content.

We do not provide medical advice. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have seen or read on this Website. We are not medical professionals and will not discuss or advise you on any issues relating to medical treatment.

## **5. Ordering from us**

- 5.1. Upon completion of the self-enrolment, and we receipt payment from you, we will ship a home sleep apnoea testing device (as described in Section 5.2) and a mobile phone (if required) to your home address.
- 5.2. This Services will include a small sensor that attaches to the base of your neck, and an oximetry ring sensor to wear overnight which will be connected to a phone app to monitor your sleep-related data overnight. It also includes a diagnostic data analysis, a clinical report, and a result consultation. Instructions will be included to help you set up and use the home sleep testing device safely and effectively.
- 5.3. Upon completion, the home sleep apnoea testing device and the mobile phone (if provided) must be returned using the pre-paid return envelope provided. If the home sleep apnoea testing device is lost or damaged beyond use, while in your possession, you will be liable for a fee. If your order for the virtual home sleep apnoea testing service includes a mobile phone, the fee will be £300. If the order excludes the mobile phone, the fee will be £150.
- 5.4. Your results will be analysed by our trained clinical team. A report will be shared with you within approximately 5 to 10 working days.
- 5.5. After your home sleep apnoea test results are reviewed, you have the option to continue your treatment journey by visiting your own GP. Alternatively, at your choice, we can provide you with the details of a sleep specialist for further consultation and advice on your home sleep apnoea test results.

## **6. Payment and VAT (if applicable)**

- 6.1. Pricing for our Services can be found on our Website and is exclusive of VAT. Payment for the Services can be made by bank transfer. Please note that for technical reasons, you will receive the invoice separately.
- 6.2. Where Services are eligible for VAT exemption (e.g. for certain long-term conditions), you may be asked to complete a separate declaration. Eligibility for VAT relief is assessed under current HMRC guidelines.

## **7. Refunds and Cancellations**

- 7.1. No cancellations or refunds in the following circumstances:
  - a) If, despite a second test, the results remain invalid due to inaccurate or incomplete information provided by you, or your failure to complete the Services as instructed.
  - b) If you provide inaccurate or incomplete information, which impacts the ability to complete the Services.
  - c) If you receive the home sleep apnoea testing device and related accessories but later choose not to complete the Services.
  - d) If you fail to complete the Services within 14 days of placing your order, and no extension is agreed upon.

For clarification, each new request or referral is treated as a separate chargeable service.

## **8. Changes to Services and these Terms**

- 8.1. We can always change a service to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements, for example, to address operational security concerns. These are changes that don't affect your use of our Services.
- 8.2. From time to time, we will make changes to these Terms, and we will notify you of such changes on 30 days' notice in writing. Your continued use of our Services and Website constitute your acceptance of the modified Terms.

## **9. Limitations of Liability**

- 9.1. We are not responsible for losses you suffer if:
  - a) It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it
  - b) Caused by a delaying event outside of our control as described in Section 10.2 below.
  - c) Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- 9.2. Our Services are only meant for domestic and private use. You agree not to use the Services for any commercial, business, or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.3. Nothing in these Terms excludes liability for death or personal injury caused by our negligence, or any liability that cannot be excluded or limited by applicable law.

## **10. Other Important Terms Apply to our contract**

- 10.1. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 10.2. If our supply of your service is delayed by an event outside of our control, such as earthquake, natural disasters, epidemic or pandemic, civil war, any industrial actions or lockouts, or similar events, we contact you as soon as possible to let you know and do what we can to reduce the delay. We won't compensate you for the delay as long as we do this, but if the delay is likely to be substantial, you can contact us using the details in Section 12 to end the contract and receive a refund for the Services you have paid for in advance but not received.

## **11. Governing Law**

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **12. Contact Us**

If you have questions about these Terms, or would like to withdraw your participation, you can contact us at:

**Email:** [ukclinic@ResMed.co.uk](mailto:ukclinic@ResMed.co.uk)

**Phone:** +44800 917 7071

**Address:** 128 Wigmore Street, Marylebone, London, W1U 3SB

**Opening Hours:** Monday to Friday between 09:00am to 17:00pm (excluding Bank Holidays).

### **Privacy Policy – ResMed (UK) for ResMed Sleep Clinic**

ResMed is about to process certain of your personal data in order to allow you to follow your home sleep apnoea testing journey and to provide you the best therapy follow-up possible through our ResMed Sleep Clinic. This data processing will only occur if you are giving us your consent by clicking on the tick box “*I consent for my personal data to be processed as described in the Privacy Policy*”.

#### **Information collected**

**If you consent to start your home sleep apnoea test journey**, ResMed will have to collect certain of your personal data namely: contact information, personal identification, financial information, health-related information.

The ResMed entity responsible for the processing of the personal data collected through this home sleep test is ResMed (UK) Limited (Company No. 02863553) with its registered office at Quad 1, First Floor, Becquerel Avenue, Harwell Campus, Didcot, OX11 0RA, Oxfordshire, United Kingdom (“Controller”).

Your personal data will be kept as long as necessary to ensure the best diagnostic possible.

**If you consent to be contacted by ResMed about products, services and research**, ResMed will process certain of your personal data namely: contact information, personal identification.

The ResMed entity responsible for the processing of the personal data collected through your therapy follow up will be ResMed (UK) Limited (Company No. 02863553) with its registered office at Quad 1, First Floor, Becquerel Avenue, Harwell Campus, Didcot, OX11 0RA, Oxfordshire, United Kingdom (“Controller”).

Your data will be kept for a period of 5 years after your last contact with ResMed.

**After your diagnosis, if you consent to proceeding with treatment through ResMed online application “AirView” (which includes patient therapy, customer support management, platform support management)** ResMed will collect certain of your personal data namely: personal identification, health-related information.

The ResMed entity responsible for the processing of the personal data collected through your therapy follow up will be ResMed (UK) Limited with registered office at Quad 1, First Floor, Becquerel Avenue, Harwell Campus, Didcot, OX11 0RA, Oxfordshire, United Kingdom. (“Controller”).

Your data will be hosted in Germany and France and kept for a period of 10 years following our legal obligations.

### **Securing personal data**

We have put in place appropriate organizational, technical, and administrative security measures to prevent Personal Data from being accidentally lost, used, or accessed in an unauthorized way, altered, or disclosed.

ResMed Centre for Healthy Sleep will always choose, where possible, to use an encrypted method to transfer patient data. When referring physicians do not have means to receive and read encrypted files, we send a hard copy of the sleep report in the post, however there are times when an emailed copy is requested by the doctor and you yourself. Please be aware that we take no responsibility for consequences that arise from an unsecured method of data transfer (including patient details) with your consent.

In addition, we limit access to Personal Data to:

- The authorised ResMed's employees
- ResMed's partner sleep physicians
- Our subprocessors.

Our subprocessors have been chosen with great care and act upon instructions by ResMed. They are bound by strict contractual rules regarding Data Protection.

We have implemented procedures to deal with Personal Data breaches, and we will notify affected individuals and the applicable supervisory authority of a breach where we are legally required to do so.

### **Transfer of data**

Data could be processed out of your country of residency (including out of the EU/EEA). ResMed ensures that it is transferred to a third country that is deemed adequate by the European Commission or, where that is not the case, we take appropriate safeguards to ensure that your Personal Data remains protected in accordance with this Notice.

### **Your rights**

You have the right to: (a) revoke your consent, (b) access and rectify your personal data at any time (c) to exercise your right to portability and ask for the process limitation or to oppose to it; (d) to request your personal data erasure, (e) you can also file a complaint with the Data Protection Authority having jurisdiction in your country.

To exercise one of the rights described above, please contact ResMed's Privacy team at the following email address: [privacy@resmed.eu](mailto:privacy@resmed.eu).



Please note that some legal obligations may limit your request to exercise rights. In this case, we will keep you informed thereof.