

Lynch Health Enterprises LTD Website Terms and Conditions

Last Updated: January 31, 2025

At Lynch Health Enterprises LTD, we respect your privacy and are committed to maintaining your trust. These Terms and Conditions apply to visitors of our sites and users of Lynch Health Enterprises LTD Services. This Policy describes our practices and your rights in relation to the following:

- our in-development consumer-facing mobile application ("The Wellbeing Doctors®" / "helfy®" Application),
- our consumer-facing websites and applications (" www.thewellbeingdoctors.com", www.behelfy.com, www.app.behelfy.com, www.app.thewellbeingdoctors.com, www.clinic.thewellbeingdoctors.com, "www.helfyapp.com"),
- our online business management software products ("Software Service"),
- our social media pages,
- HTML-formatted email messages that we send to you that link to this The Wellbeing Doctors / helfy,
- and any other products and services offered through any other venues, websites and mobile applications that direct you to this The Wellbeing Doctors / helfy.

Collectively the "Lynch Health Enterprises LTD" Services.

When you access or use the The Wellbeing Doctors Services, you agree to the terms and conditions of this policy and that the information contained in this policy serves as notice at or before the point of collection for all information collected as described below.

Intellectual Property

All content published and made available on our Site is the property of Lynch Health Enterprises LTD and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Age Restrictions

The minimum age to use our Site is 16 years old. By using this Site, users agree that they are over 16 years old. We do not assume any legal responsibility for false statements about age.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;

- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

User Contributions

Users may post the following information on our Site:

- Photos;
- Videos; and
- Public comments.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Blood tests;
- Health supplements; and
- Health & wellbeing products.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Counselling;
- Health consultations; and
- Health coaching.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible.

However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

User Goods and Services

Our Site allows certain users to sell goods and services. Although we take all precautions in carefully curating the correct and clinically accurate products, we do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by verified users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription. To cancel your subscription, please follow these steps: You must provide a 30-day notice of subscription cancellation either through the links in your health account, or by contacting the email address above.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit;
- Direct Debit; and
- Bank transfer.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standard delivery by post. Delivery takes 5 - 7 business days..

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and bank holidays. You will be required to pay delivery charges in addition to the price for the goods you purchase. You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase goods and services from us within 14 days without giving notice.

The cancellation period:

- Will end 14 days from the date of purchase when you purchased digital content that was not supplied on a tangible medium;
- Will end 14 days from the date of purchase when you purchased a service;
- Will end 14 days from when you receive, or someone you nominate receives, the goods when you purchased good(s) in one order that are all delivered together;
- Will end 14 days from when you receive, or someone you nominate receives, the last good when you purchased goods in one order that are delivered separately; or
- Will end 14 days from when you receive, or someone you nominate receives, the first good when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at tech@thewellbeingdoctors.com or by post at Innovation Centre Keckwick Lane Daresbury Warrington England WA4 4FS.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Custom or personalised goods;
- Goods that will deteriorate or expire rapidly;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

Effects of Cancellation

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel. You will be responsible for the cost of returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your contract with us, we will reimburse to you all payments we received from you under the contract, including the costs of delivery, except for any supplementary delivery charges resulting from your choice of a delivery type other than the least expensive type of standard delivery that we offer. Please note that we are permitted by law to reduce your reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

We will provide the reimbursement without undue delay and no later than the earlier of 14 days after we receive back from you any goods supplied or 14 days after you provide proof that you have returned the goods. If no goods were supplied, then we will provide the reimbursement no later than 14 days after the day we were informed of your decision to cancel.

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment. If you provide express consent to the supply of digital content during the cancellation period and acknowledge that your right to cancel the contract is lost by the supply of digital content during the cancellation period, you will no longer have a right to cancel the contract. We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Refunds

Refunds for Goods

Refund requests must be made within 14 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken; or
- Good does not match description.

Refunds do not apply to the following goods:

- Used blood samples.

Refunds for Services

We provide refunds for services sold on our Site as follows:

- The services will be fully refunded if the services are cancelled at least 48 hours before the services were scheduled to be provided.

Returns

Returns can be made in person at the following location(s): The Wellbeing Doctors, Edward Pavilion, Clockwise Offices, Albert Dock, Liverpool, L3 4AD.

Returns can be made by mail. To return a good by mail, follow the following procedure:

Pack your goods and attach the return label that was included in your package. Go to your nearest post office and pay the necessary postage.

Consumer Protection Law

Where the Sale of Goods Act 1979, the Consumer Rights Act 2015, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Lynch Health Enterprises LTD and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Lynch Health Enterprises LTD and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

tech@thewellbeingdoctors.com

Innovation Centre Keckwick Lane Daresbury Warrington England WA4 4FS

You can also contact us through the feedback form available on our Site.