

# Terms and Conditions

## 1. These Terms and Conditions

1.1 These terms and conditions (together with the documents referred to in them) (“**terms**”) set out the basis on which you may use the website **www.totiva.co.uk** (our “**site**”), whether as a guest or a registered user. Please read these terms carefully before you start to use our site.

1.2 By using our site, you confirm that you accept these terms and agree to comply with them. If you do not agree, you must not use our site.

1.3 We recommend that you print a copy of these terms for future reference.

## 2. Information about us

2.1 The site is operated by **ZapMeds Limited** (“**we**”, “**us**”, “**our**”), a company incorporated in England and Wales with company number **16665533**.

Registered office: **17 Beresford Way, Chesterfield, S41 9FG**

VAT number: **499874692**

2.2 We are regulated by the **General Pharmaceutical Council (GPhC)** and, where applicable, our medicines activities are subject to oversight by the **Medicines and Healthcare products Regulatory Agency (MHRA)**.

2.3 Contact us at: **hello@totiva.co.uk** or **02035358993**

## 3. Other terms that apply

3.1 Our **Privacy Policy** applies to your use of our site and explains how we process your personal data. By using our site, you consent to that processing and you warrant that all data provided by you is accurate.

3.2 If you purchase goods or services from our site, our **Terms and Conditions of Sale** (and any service-specific terms) apply to those purchases.

## 4. Changes to these terms

We may amend these terms from time to time. Please check them whenever you use our site to understand the terms that apply at that time.

## 5. Changes to our site

We may update and change our site from time to time to reflect changes to our products, users' needs and business priorities.

## 6. Suspension or withdrawal

6.1 We do not guarantee that our site, or any content on it, will always be available or uninterrupted. We may suspend, withdraw or restrict availability of all or any part of our site for business or operational reasons. We will try to give reasonable notice of any suspension or withdrawal.

6.2 You are responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms and that they comply with them.

## 7. Accessing our site

7.1 Our site and any services provided via the site are available in **English** and are intended for use within the **United Kingdom only**. It is your responsibility to ensure you fully understand the information and advice provided.

7.2 We may restrict access to some parts of our site, or our entire site, to registered users.

7.3 If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and not disclose it to any third party. We may disable any user ID or password at any time if, in our opinion, you have failed to comply with these terms.

7.4 We will determine, in our discretion, whether there has been a breach of these terms. When a breach occurs, we may take such action as we deem appropriate, including:

- 7.4.1 immediate, temporary or permanent withdrawal of your right to use our site;
- 7.4.2 issuing a warning;
- 7.4.3 legal proceedings;
- 7.4.4 disclosure of information to law enforcement authorities.

7.5 **No emergencies:** You must not use our site or services for emergencies. In a medical emergency call **999**. If the situation is urgent but not life-threatening, call **111**.

## 8. Acceptable Use Policy

You agree not to use our site or services:

- for unlawful, fraudulent or malicious purposes;
- to transmit or upload viruses, worms, trojans, logic bombs or other harmful code;
- to attempt to gain unauthorised access to accounts, systems or networks;
- to harass, abuse, defame or threaten others;
- to submit false or misleading information, including impersonating another person;
- to interfere with or disrupt the operation of the site or our services.

We reserve the right to suspend or terminate accounts and take legal action where this policy is breached.

## 9. Intellectual property and permitted use

9.1 We are the owner or licensee of all intellectual property rights in our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All rights are reserved.

9.2 You may print one copy and download extracts of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to

material posted on our site.

9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded, and you must not use any illustrations, photographs, video or audio sequences or graphics separately from any accompanying text.

9.4 Our status (and that of any identified contributors) as authors of content on our site must always be acknowledged.

9.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence from us or our licensors.

9.6 If you print off, copy or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies you have made.

## **10. Our liability**

10.1 The material displayed on our site (including any blog content) is provided without any guarantees, conditions or warranties as to its accuracy.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including liability for death or personal injury caused by our negligence or that of our employees, agents or subcontractors, and for fraud or fraudulent misrepresentation.

10.3 Different limitations and exclusions apply to liability arising from the supply of any products or services to you, which are set out in our **Terms and Conditions of Sale**.

### **If you are a business user:**

10.4 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

10.5 We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

10.5.1 use of, or inability to use, our site; or

10.5.2 use of or reliance on any content displayed on our site.

10.6 In particular, we will not be liable for: loss of profits, sales, business, or revenue;

business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

**If you are a consumer user:**

10.7 We provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **11. Registration**

To use some services on our site, you must register and create a secure online patient account. By registering you:

- confirm that the information you provide is accurate and complete;
- agree to keep your username and password confidential and not share your login;
- must not create more than one account; and
- confirm that you are **18 or over**.

We may suspend or terminate access at any time if we believe your continued use may prejudice others or us.

## **12. Viruses, hacking and other offences**

12.1 We do not guarantee that our site will be secure or free from bugs or viruses.

12.2 You are responsible for configuring your IT, computer programs and platform to access our site and should use your own virus protection software.

12.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other malicious material.

12.4 You must not attempt to gain unauthorised access to our site, the server on which it is stored, or any server, computer or database connected to our site.

12.5 By breaching this clause, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant authorities and co-

operate by disclosing your identity. Your right to use our site will cease immediately.

12.6 We will not be liable for any loss or damage caused by viruses, distributed denial-of-service attacks or other harmful material that may infect your equipment due to your use of our site or downloading content.

## **13. Linking to our site**

13.1 You may link to our home page in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link to suggest any association, approval or endorsement on our part where none exists.

13.2 You must not establish a link from any site not owned by you.

13.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

13.4 For any use of material on our site other than as set out above, please contact **hello@totiva.co.uk**.

## **14. Links from our site**

Where our site contains links to other sites and resources provided by third parties, these links are for information only. We have no control over the contents of those sites or resources and accept no responsibility for them or any loss or damage arising from your use of them.

## **15. Jurisdiction and applicable law**

These terms are governed by the laws of **England and Wales**. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site (we retain the right to bring proceedings against you in your country of residence or any other relevant country).

## 16. Right to Cancel (Online Clinical Services & Prescription Medicines)

**16.1 Cancellation window:** You have the right to cancel your order **up until the point it is “Prescribed.”** “Prescribed” means when a prescription has been clinically approved by a prescriber. Once Prescribed, your order is **not cancellable** due to healthcare and legal exemptions under consumer law for personalised and prescription medicines.

**16.2 How to cancel:** Contact us via your dashboard or at **hello@totiva.co.uk/02035358993** with your order details **before** the order is Prescribed.

**16.3 Eligibility:** Orders can only be cancelled prior to being Prescribed. After that point, cancellation is not possible.

**16.4 Refunds:** If you cancel before Prescribed, you will receive a **full refund** to your original payment method. Alternatively, you may choose **account credit** for future use.

**16.5 Account credit:** Non-transferable; cannot be redeemed for cash; usable only on our site.

**16.6 Exceptions:** If your order has been Prescribed but **not yet dispensed or shipped**, contact support—exceptional remedies may be considered on a case-by-case basis (e.g., if clinically inappropriate to proceed).

**16.7 Changes to orders:** If you need to change delivery details or items, contact us as soon as possible. Changes are subject to availability and current order status.

**16.8 Subscriptions:** You may cancel a subscription at any time up to **48 hours before** the next scheduled shipment shown in your dashboard. Unless cancelled before that time, the subscription will renew as a paid subscription.

**16.9 Your responsibility:** Monitor your order status and initiate cancellation within the stated timeframe.

## 17. Complaints and escalation

**17.1** We take all complaints seriously. If you are dissatisfied with our site, services, or the handling of your personal data, please contact us first at **hello@totiva.co.uk**.

17.2 If you remain dissatisfied, you may escalate your complaint to the relevant regulator:

- **General Pharmaceutical Council (GPhC)** for pharmacy services:  
[www.pharmacyregulation.org](http://www.pharmacyregulation.org)
- **Information Commissioner's Office (ICO)** for data protection: [www.ico.org.uk](http://www.ico.org.uk)
- **MHRA** for medicines safety: [www.gov.uk/mhra](http://www.gov.uk/mhra)

17.3 We will co-operate fully with regulators in investigating and resolving complaints.

## 18. Entire agreement

These terms and any documents expressly referred to in them constitute the entire agreement between you and us and supersede all prior discussions, correspondence, negotiations and agreements relating to your use of our site.

## 19. Contact

If you have any concerns about material appearing on our site or our services, please contact **[hello@totiva.co.uk](mailto:hello@totiva.co.uk)**.