

TERMS OF SALE

1. THESE TERMS AND CONDITIONS

1.1. These website terms of sale (“Supply Terms”) set out the basis on which we supply our products to you via our website (our “Site”).

1.2. When you buy something from our Site, you demonstrate that you accept these Supply Terms and that you agree to abide by them.

1.3. Please take some time and read these Supply Terms carefully before you place your order. You will find out who we are, how we provide products to you, how we can change or end our contract with you, what to do if there is a problem and lots of other important information.

1.4. If for any reason you do not agree to these Supply Terms, you must not purchase products from our Site.

2. INFORMATION ABOUT US

2.1. Our Site is owned and operated by Menwell Limited (“Menwell”, “we”, “us” or “our”). We are a company incorporated in England and Wales under company number 11476975. Our registered office address is: Taper Building, 175 Long Lane, London, England, SE1 4GT. Our VAT number is: 302 0074 74. We are a limited company.

2.2. You can contact us using the following email address: help@manual.co

2.3. Our pharmacies’ registered address is Unit 150, Verda Park, Hithercroft Road, Wallingford, OX10 9AT and registered with the General Pharmaceutical Council (“GPhC”) with number 9012134

2.4. The clinicians we engage are registered in the United Kingdom with the General Pharmaceutical Council and each hold accredited pharmacist independent prescriber qualifications. The clinicians are trained in providing remote consultations and issuing prescription medicine online. The clinicians are individually responsible for the prescriptions they issue.

2.5. If we need to contact you for any reason we will do so by phone, email or post to the number or address that you provided in your order. When we say “writing” or “written” in these Supply Terms, this includes emails.

3. HOW WE MAY USE YOUR PERSONAL INFORMATION

3.1. When you submit an order you will need to provide us with information about yourself. We use the information: for prescription only medicines, to review your medical information (e.g. your personal medical details (age, weight, blood pressure information) and the information submitted in the online medical questionnaire) and to allow our clinicians to confirm whether the ordered treatment is deemed clinically appropriate; to supply the products to you (e.g. your delivery address); to process your payment for the products (e.g. your billing address and credit card details, for which we store only the last four digits of your payment card); and if you agreed to this when ordering, to give you information about similar products that you might like – you can stop receiving this information at any time by contacting us.

3.2. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By purchasing products from our Site, you consent to such processing and you warrant that all data provided by you is accurate.

4. OUR CONTRACT WITH YOU AND THE ONLINE CONSULTATION PROCESS

4.1. After you have placed your order we will message you to confirm that we have received your order.

PRESCRIPTION ONLY MEDICINES

4.2. Please note that prescription only medicine plans are provided on a subscription basis (see the paragraph headed Subscription (Prescription only medicines) below for further information).

4.3. For prescription only medicine plans, if a relevant treatment is deemed clinically appropriate, the clinicians will review and determine whether or not to approve your recommended treatment plan. We'll send you another message to confirm we have accepted your recommended treatment plan if one of our clinicians has assessed your medical information, confirmed that the treatment is clinically appropriate and has issued your prescription to the Pharmacy. If we confirm that we have issued your prescription to the Pharmacy and accepted your order, a contract will come into existence between us and yourself. At this point we will also give you an order number. We will not take payment for prescription only medicines until we have accepted your recommended treatment plan.

4.4. We send prescriptions electronically and securely to the Pharmacy, where they dispense and dispatch the Product on the same day or the next working day.

4.5. If the clinician requires further information, you will receive a message. The order will not be processed until you have replied to the clinician's message. This must be within 10 days of placing your order. If you fail to reply within this timeframe your order will be declined and you will not be charged.

4.6 Treatment plans presented on the website are indicative only and prescription medication plans are subject to clinical determination. Indications regarding potential

treatment plan progression are not legally binding terms of this agreement. Should a particular medicinal product or course of treatment become, in the opinion of our clinician, clinically unsuitable (whether as a result of a change in your clinical presentation, health, tolerance of medication or for any other reason), dispensing of that medicinal product will be discontinued and we will work with you to find an appropriate ongoing course of treatment.

OTHER PRODUCTS

4.7. If you order a product that is not a prescription only medicine, we will send you a message to confirm whether we have accepted your order. An online consultation is not necessary and you will be charged for the product on placing your order.

ALL PRODUCTS

4.8. If we are unable to accept your order, we will let you know and you will be refunded in full to the same payment card. We cannot accept your order if the clinicians decide that the medicine ordered is not clinically appropriate. Sometimes we also cannot accept orders because the product is out of stock, because of unexpected limits on our resources, because we have noticed an error in the price or description of the product or because we are unable to meet a delivery deadline that you have specified.

4.9. Refunds may take up to 10 working days to appear in your bank account.

4.10. Products are delivered within the UK only. We do not accept liability for any onward transport of deliveries by customers or third parties outside of our control.

4.11. Your transaction may be subject to SCA (Secure Customer Authentication) when you purchase from us, this is at our discretion until UK regulation is confirmed and enforced. Any transactions related to recurring orders, or new orders with the same details, will not use SCA if the original payment was taken without it.

SERVICES PROVIDED BY THIRD PARTIES – TESTOSTERONE REPLACEMENT THERAPY

4.12 For the provision of TRT treatment services, we engage as our subcontractor our subsidiary company, Optimale Ltd (“Optimale”). Optimale is registered with the Care Quality Commission (CQC) – <https://www.cqc.org.uk/provider/1-4517379489>.

4.13 Where treatment services are provided by Optimale, they are done so as a subcontractor of Menwell Ltd. You will continue to be contracting with Menwell Ltd and operating under these Terms of Sale.

4.14 If you wish to raise a complaint in relation to any aspect of the treatment services provided by Optimale, you will be able to do so by contacting help@manual.co

SERVICES PROVIDED BY THIRD PARTIES – HAIR TRANSPLANT TREATMENTS

4.15 For the provision of Hair Transplant treatment services, we engage as our subcontractor our subsidiary company, Vitalia Clinic Group Ltd (“Vitalia”). Vitalia is registered with the Care Quality Commission (CQC) – <https://www.cqc.org.uk/provider/1-13942551929>.

4.16 Where treatment services are provided by Vitalia, they are done so as a subcontractor of Menwell Ltd. You will continue to be contracting with Menwell Ltd and operating under these Terms of Sale.

4.17 If you wish to raise a complaint in relation to any aspect of the treatment services provided by Vitalia, you will be able to do so by contacting help@manual.co

5. SUBSCRIPTION (PRESCRIPTION ONLY MEDICINES)

Prescription only medicines are sold to you as a subscription as follows:

5.1. On placing an order for a prescription only medicine you agree to purchase at

least a 12 month supply of the medicine, subject to the clinical appropriateness assessment by the clinician. You provide us with a continuous payment authority to charge your payment card for the specified amount on approval of your order and at monthly intervals following such approval date.

5.2. You will receive an email before the subscription expiration date informing you that your subscription is coming to an end and with information on how to renew your subscription.

5.3. You can cancel your subscription at any time on notice to us.

5.4. We reserve the right to cancel your subscription at any time on notice to you.

5.5. Once we have confirmed we have received your cancellation notice you will not be charged for any further supply and no further medication will be dispatched to you.

5.6. If your subscription is terminated, payments received relating to dispatched medicines will not be refunded.

6. OUR SERVICE

6.1. The images on our Site are for illustrative purposes only. Your product may vary slightly from the Site images.

6.2. All products shown on our Site are subject to availability.

6.3. On receiving your order, and before using any product, you should carefully read any information which accompanies the product (including but not limited to the Patient Dispensing Label, the patient information leaflet and/or manufacturer's guidelines) and you acknowledge and agree that you will only use the product in accordance with such information. Any failure to follow such information is at your own risk.

6.4. You should stop taking the medication and seek immediate advice from a doctor or other health care practitioner if you experience any significant side effects before

re-starting the medication.

6.5. Please note that we may de-blister certain medicines from their original packaging and supply them to you using our own packaging. This is with the intention to aid your medication compliance, adherence and general ability to take the medication easily and conveniently. You acknowledge that due this process of de-blistering and packaging the shelf life of medicines may be reduced. You agree that you will not take any medicine beyond its stated expiry date.

6.6. We may offer you a specially formulated preparation, which our clinical team believes will be the most effective way to treat your condition. As such, it is classed as an unlicensed special treatment. This means it's a specific medication which is made to serve a specific patient need. These products are produced by our licensed manufacturer that specialises in the development and manufacture of such bespoke specials. They ensure EU sourced quality materials are used and products are manufactured and controlled within a robust quality management system in accordance with EU Good Manufacturing Practice (GMP) rules and regulations. If you are prescribed a product to treat your condition you should always follow the instructions on the dispensing label on your medicine and read any accompanying information provided with your treatment. It is important to contact us if you experience any issues so our clinical team can advise you appropriately.

7. YOUR RIGHTS TO MAKE CHANGES

7.1. If you want to make any changes to your order please get in touch. If the change you have asked for is possible we will let you know about any changes we need to make to the price of the order, the timing of delivery or anything else which is different as a result of the change. We will also check whether you want to go ahead with the order on this basis. If we cannot make the change or you are not happy with

the consequences of making the change, you may want to end the contract (see paragraph 9).

8. HOW WE WILL PROVIDE THE SERVICE

8.1. Our delivery charges are set out on the Site.

8.2. During the order process we will let you know when we will provide the products to you or we will contact you with an estimated delivery date.

8.3. You agree that a signature will not be required on receipt of delivery and that you are happy for medicines to be posted through the letter box at the delivery address. You confirm that there are no animals or young children at the delivery address. If no one is available at your address to take delivery and it is not possible to post the parcel through the letter box the courier may, according to their policies, either leave you a note informing you how to rearrange delivery or leave your parcel with a neighbour.

8.4. If our supply of the products to you is delayed by any event that is outside our control then we will let you know as soon as we can but we are not responsible for delays that are outside our control.

LATE DELIVERY

8.5. If we miss the delivery deadline then you can treat the contract for sale of the product as at an end if either (a) we have refused to deliver the products; or (b) you told us, before we accepted your order, that delivery before the delivery deadline was essential.

8.6. If you do not wish to treat the contract as terminated, or do not have the right to do so under paragraph 8.5, you can set a new, reasonable deadline for delivery.

8.7. If you do decide to treat the contract as at an end under paragraph 8.5 you can cancel your order for any of the products or reject products that have been delivered.

You also have the option of rejecting or cancelling the order for some of the products. When you have let us know we will then refund any sums you have paid to us for the cancelled products (including any delivery charges). If the products have already been delivered to you, you must post them back to us within 30 days or allow us to collect them from you. We will pay the costs of postage or collection. Please email us at help@manual.co or a return label or to arrange collection.

FAILED DELIVERY

8.8. If no one is available at your address to take delivery and it is not possible to post the parcel through the letter box the courier may, according to their policies, either leave you a note informing you how to rearrange delivery or leave your parcel with a neighbour. Where the parcel is taken to the delivery depot, if you do not then either collect the products from a delivery depot or contact us to re-arrange delivery we will contact you for further instructions and details (including details of any additional delivery costs). If we are unable to contact you or re-arrange delivery or collection we may end the contract and paragraph 9 (Our rights to end the contract) will apply.

OWNERSHIP

8.9. The product(s) will be your responsibility either from the time of delivery to the address you gave us or the time of collection from us. You own the product(s) once we have received payment in full following acceptance of the order.

SUSPENDING THE CONTRACT

8.10. We may have to suspend the supply of a product to:

8.10.1. manage a technical problem or to make minor technical changes; or

8.10.2. make any required updates to the product to reflect changes in relevant laws and regulatory requirements.

8.11. We will contact you to tell you we will be suspending supply of the product. You may contact us to cancel your order if we suspend it, or tell you we are going to suspend it, for a period of more than 30 days. We will refund any sums you have paid in advance for the product.

8.12. If you do not pay us for the products when you are supposed to and you still have not paid us within 10 days of us reminding you to do so, we may suspend supply of the products until you have paid us any outstanding amounts. We will let you know if we do suspend the supply of the products.

CHANGING THE CONTRACT

8.13. We may need to change the terms on which your subscription is provided. We will always provide notice to you of any proposed changes. If you do not accept the proposed changes, you will be able to cancel the contract and receive a refund for any undelivered products.

9. YOUR RIGHTS TO END THE CONTRACT

9.1. Your rights if you decide to end the contract with us will depend on what product you have bought, if there is anything wrong with it, how we are performing our obligations and at what point you decide to end the contract:

9.1.1. if you want to end the contract because of something we have done see paragraph 9.2;

9.1.2. if you have just changed your mind about the product, see paragraph 9.3. For safety reasons, we do not accept returns of prescription medicines;

9.1.3. if what you have bought is faulty or does not match the description provided online you may have a legal right to end the contract, to get the product repaired or replaced, or to get some or all of your money back, see paragraph 12;

9.1.4. cancelling the order, see paragraph 9.4.

9.2. Is it something we have done? If you end the contract because of one of the reasons described below, it will end immediately and you will be refunded in full for any products which have not been provided. The reasons are:

9.2.1. we have told you about a change to the Supply Terms which you do not agree to;

9.2.2. there was an error in the price or product description on our Site and you do not wish to proceed with your order;

9.2.3. we have let you know that supply of the products may be significantly delayed because of events outside our control;

9.2.4. for technical reasons the supply of the products has been suspended for more than 30 days; or

9.2.5. we have done something which gives you a legal right to end the contract.

9.3. Have you changed your mind? If you are unhappy with the products please do let us know.

Prescription Medicines: For safety reasons, we cannot accept the return of medicines as the pharmacy is not able to reuse them. If you have unwanted medicine, please take it to a local pharmacy for safe disposal.

For orders relating to non-medicinal products, you have 14 days to change your mind about the products beginning after the day you receive the products, unless they are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the products. This excludes sealed products which are not suitable for return due to health or hygiene reasons if unsealed after delivery (unless these items were damaged or faulty when delivered to you or have been incorrectly delivered).

9.4. Cancelling your order. You can cancel your order for medicines up until the point where the clinician issues your prescription (ie. before you receive an email confirming that your order has been accepted). If you want cancel your order in these circumstances, just contact us to let us know.

10. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

10.1. If you want to end the contract, please let us know by emailing us at help@manual.co

10.2. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us or arrange for a collection. Please email us at help@manual.co for a return label and to be provided with the returns address. You must post them back to us at the address provided by us.

10.3. If you are exercising your right to change your mind you must return the products within 14 days of telling us you wish to end the contract.

COSTS

10.4. We will pay the costs of return:

10.4.1. if the products are faulty or do not match the description provided online; or

10.4.2. if you are ending the contract because of one of the reasons listed in the paragraph "Is it something we have done?"

10.5. In all other circumstances (including where you are exercising your right to change your mind) you will be required to pay the costs of return or collection. These charges will be the same as our standard delivery charges.

REFUNDS

10.6. Once dispensed, medication cannot be returned for resale and so refunds are not available for these products. For non-medicinal products, if you are entitled to a refund, the price paid for the products including delivery costs, will be refunded to

you by the same method that you used to pay. We may make some deductions from the price, as described below.

10.7. If you are exercising your right to change your mind, for non-medicinal products, we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products where this was caused by your handling them in a way which would not be permitted in a shop. For example if you open or damage the product your refund will be reduced. Returned items must be unused and in their original packaging. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

10.8. Where refunds are available for non-medicinal products, we will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1. We may also choose to end the contract in some situations including if (a) you fail to pay us when payment is due and you still do not make payment within 10 days of us reminding you that payment is due; or (b) you do not allow us to deliver the products to you or collect them from us within a reasonable time.

11.2. If we end the contract in the situations set out in paragraph 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the costs we will incur as a result.

12. IF THERE IS A PROBLEM WITH THE SERVICE

12.1. Please contact us if you have any questions or complaints about the product.

You can email our customer service team at help@manual.co.

12.2. We have a legal duty to supply products that are in conformity with this contract. Legally the products you receive must be as described, they must be fit for purpose and they must be of satisfactory quality.

12.3. There are some exceptions to these legal rights. For information please visit the Citizens Advice website www.adviceguide.org.uk or call 03444 111 444.

12.4. If you wish to exercise any of these legal rights to reject products, you must either post them back to us or allow us to collect them. We will pay the costs of postage or collection. Please email us at help@manual.co for a return label or to arrange collection.

13. PRICE AND PAYMENT

13.1. The price of your product (which includes VAT where applicable) will be set out on the order pages when you place your order. We take care to make sure that the price of the product advised to you is correct. However, it is always possible that something may be incorrectly priced. We will contact you if the price you have been given is wrong and ask you whether or not you want to continue with your order.

13.2. We accept payment by any major credit or debit card. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. If you think a charge is wrong please contact us promptly to let us know.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1. We only supply products for domestic and private use. We are not liable for any business losses. If you use the products 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.

14.2. Subject to clause 14.4, our maximum liability to you in relation to any order for products will be the amount equal to the price of the products you have ordered from us.

14.3. We are not responsible for any loss or damage that is not foreseeable.

14.4. 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 products (including the right to receive products which are as described, of satisfactory quality, fit for any particular purpose made known to us).

15. WRITTEN COMMUNICATION

15.1. Applicable law requires that some of the information or communications we send to you should be in writing. When using our Site, we will contact you by e-mail or provide you with information by posting notices on our Site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

16. OTHER IMPORTANT TERMS

16.1. We may transfer our rights and obligations under these Supply Terms to another organisation.

16.2. The contract for the sale and supply of medicines is between you and Menwell Ltd. Other than you, or Menwell Limited, no other person shall have any rights to enforce any of its terms.

16.3. Each of the paragraphs of these Supply Terms operates separately. If any of them are deemed unlawful in any court of relevant authority, the remaining paragraphs will remain in full force and effect.

16.4. If we delay in taking steps against you when you break this contract, that will not mean that you do not have to do what we ask in order to remedy your breach and it will not prevent us from taking steps against you at a later date.

16.5. These Supply Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts or in the courts of the EU country in which you live.

16.6. Alternative dispute resolution is a process where an independent body considers both sides of a dispute and helps to resolve it, without having to go to court. If you are unhappy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.