

Terms of Business

Definitions for the purposes of these Terms of Business are:

Company – refers to My Care Consultant Ltd.

Firm/You – refers to a regulated advice firm that purchases access to the Service on behalf of the User.

Licence/Seat – refers to a licence granted for a 12-month period giving a User access to the Service.

Service – refers to the website known as My Care Hub.

User/s – refers to a client/s (or their family member) of the Firm.

The following Terms of Business (“Terms,” “Terms of Business”) relate to the purchase of licences (“Seats”) by you as a regulated financial advice firm (“Firm”, “You”) seeking to give your clients (“Users”) access My Care Hub (the “Service”).

By purchasing Licences to access the Service You agree to be bound by these Terms of Business and separate Terms and Conditions that apply to the use of the Service. If You disagree with any part of either, then you should not seek to make the Service available to your clients.

1. Who we are

The My Care Hub website is designed to help Users make more informed decisions about care related issues, whether they are caring for an older adult or in need of care themselves.

My Care Hub is owned and operated by My Care Consultant Limited (“the Company”, “us,” “we”, or “our”). Our registered office is at International House, 12 Constance Street, London, E16 4DQ (Company number 15204450).

2. Description of Service

My Care Hub is a website that provides information, guidance and non-regulated care-related advice to clients of regulated financial advice firms. It is expected that these clients (Users) will be either unpaid carers or have family members in need of care.

These Terms of Business apply to the purchase of licences (“seats”) for distribution by a Firm to their clients (Users), to enable them to access the My Care Hub service.

The service is available at two levels:

Level one is referred to as ‘Core’ – this service level includes ‘Guided Information’ plus general user support available via email.

Level two is referred to as ‘Premium’ - this service level includes everything that the Core service offers, plus access to specialist, expert support via email, allowing Users to ask questions about their own complex situations by email, and to receive expert, personalised answers.

At this time, both the Core and Premium options are available to a limited number of Users, to ensure high service levels are maintained. Purchasers can choose a package of up to 25 or up to 50 individual Licences/Seats. To ensure the Company can plan for the allocation of appropriate resources and provide suitable service levels to users, the purchaser has 12 months from the date of purchase to give out their licences. Licences cannot be “rolled over” if they are not distributed within this time-frame.

On activation (which happens when the end-user, your client, creates an account with the Service) each Licence/Seat provides the user with access to My Care Hub for a 12-month period at the end of which their licence will automatically expire.

3. Payment Terms – and what happens if a firm “goes over quota”.

Full payment for up to 25 or up to 50 licences at either the Core or Premium service level will be due in advance from the Firm, at which point the means of access to the Service will be made available.

If a firm should activate more licences than they have paid for, this will be brought to their attention within a month of going over their “quota” (at which point their unique “sign up page” may be temporarily disabled so that no further licences can be activated). They will be given a “grace period” during which they can choose to revoke some of the “seats” they have given out (perhaps the least active ones), to bring numbers back in line with the package they have selected, or they can choose to keep the additional licences by paying a supplement for each “extra” licence they have distributed **but the latter choice is only available if the Company confirms that there is capacity for these additional licences to remain active without negatively impacting service levels.**

4. Refund policy

We generally operate a no refund policy, but this may be reconsidered for exceptional circumstances and is entirely at the discretion of My Care Consultant Ltd.

5. Warranties

The Company will use its best endeavours to ensure that the information held within My Care Hub is accurate and kept up to date.

Where information held is subject to external change, the Company will use its best endeavours to make appropriate changes within ten working days of either the change taking place or the Company being aware that the change has occurred.

6. Liability Limitations

Access to My Care Hub

The Company will use its best endeavours to provide access to the website 24 hours a day, but access may be suspended temporarily and without notice if the system fails or requires maintenance or repair or for reasons outside our control.

Information held within My Care Hub

The Company shall not be in breach of this agreement and shall not incur any liability to You or the User in respect of the accuracy of any information held directly or indirectly within My Care Hub.

Actions taken by Users of My Care Hub

The Company shall not incur any liability to You or the user in respect of any actions subsequently taken by the User linked in any way to the content within My Care Hub.

Force Majeure

The Company shall not be in breach of this Agreement and shall not incur any liability to You or the User if there is any failure to perform its duties due to any circumstances beyond its reasonable control.

Links to other websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services.

You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services to you or your clients.

7. Intellectual property and copyright

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Unless otherwise stated, the copyright and any other rights in all material on this site are owned by My Care Consultant Ltd.

You are allowed to read, print and download extracts from the site on the following conditions:

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regularly check to ensure you are using the current, up-to-date and correct versions as placed in circulation on My Care Hub.

We accept no responsibility for the content of any third-party web site to which a hypertext link from our website exists. The links are provided as a service with no warranty, express or implied, for the information and policies on those sites. The inclusion of a link does not imply our endorsement of the site.

We accept no responsibility for the content of any site which contains a hypertext to link our website. The inclusion of a link to our website does not imply any endorsement by us of the site containing the link.

8. Governing Law

These Terms of Business shall be governed by the laws of England and Wales and the English courts shall have exclusive jurisdiction in any dispute.

9. Feedback

Unless you specifically declare otherwise at the time of submitting feedback, you assign all rights, title and interest in any Feedback you provide the Company. If for any reason such assignment is ineffective, you agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

10. Complaints/Dispute resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company. If you then wish to complain about any aspect of the service you have received from the Company or the My Care Hub website, you can contact us at:

The Quality Assurance Team
My Care Consultant Limited,
International House,
12 Constance Street,
London,
E16 4DQ

11. Severability

If any part of these Terms of Business is, at any time, found to be invalid by a court, tribunal, or other forum of competent jurisdiction, or otherwise rendered unenforceable, that decision shall not invalidate or void the remainder of these Terms of Business. These Terms shall be deemed amended by modifying or severing such part as necessary to render them valid, legal, and enforceable.