

## Uncouth Ltd Terms and Conditions

### 1. Where to find information about us and our products

You can find everything you need to know about us, Uncouth Limited, our products and services on our website [uncouthskincare.co.uk](http://uncouthskincare.co.uk) before you order. We also confirm the key information to you in writing after you order by email as well as in your online account. Key information will also be provided on paper with your product. These terms of service (referred to as the “Terms”) apply to your use of the Uncouth services, and apply from when you create an account with us and request consultation services from us. Please read these Terms carefully. If you have any questions on any aspect of the Uncouth service, please contact us by email at [enquiries@uncouthskincare.co.uk](mailto:enquiries@uncouthskincare.co.uk). We are Uncouth Ltd (registered company number: 13804698) of 1 Northfield Road, Dewsbury, West Yorkshire, United Kingdom, WF13 2JX. We provide medical consultation services, which may include recommendation of prescriptions for medical treatment based on the information you provide to us, and the supply of non-medical cosmetic products.

### 2. When you buy our products from us or use our services you are agreeing to these terms and conditions.

### 3. Our Products or Services

Once you have created an account, we will ask you to complete a questionnaire to provide us information relating to your medical history and skin goals. You will also need to provide photographs.

We may recommend certain products to assist you in achieving your skin goals and we may issue a prescription in relation thereto. Any products that have been prescribed will be done so as unlicensed medicines.

Prescriptions will be issued by The Skin Pharmacy who are registered with the General Pharmaceutical Council. You acknowledge that certain Medicinal Products that may be prescribed are unlicensed medicines. You acknowledge that a consultation may not necessarily result in a recommendation for any particular Product, or any Product at all. We reserve the right to change your skin goals during or following a consultation if we deem it necessary in order to safely recommend and prescribe a given Product.

You must only use our services for your own personal use, and not on behalf of anybody else, including friends, partners, or family members. You must not use our products or services for any unlawful purpose.

You acknowledge that we may not be able to provide you with advice or recommendations, depending upon your location and the nature of any medical conditions that you present with. We will notify you promptly if that is the case, and will refund you for payments already made by you in relation to that consultation.

We may contact you from time to time to verify that the information we have on file about you is up-to-date, accurate, and complete. You must respond to any such request within the time period specified. We reserve the right to suspend your Uncouth account and any deliveries of Products if you fail to respond to such requests.

You must not use the Uncouth Services for any unlawful purpose. We will not be liable for any costs, damages or losses arising from any use by you of the Uncouth Services or any Products in breach of applicable laws and these Terms.

#### **4. Orders**

If your Order has been accepted, this will be reflected as such on your Uncouth account. All our products are subject to availability. If we are unable to fulfil your order due to reasons beyond our reasonable control, we will inform you of this and will provide you with a refund of any amounts you have already paid. You must keep your access details to your Uncouth account secure and confidential. You are responsible for any use of your account by anyone else.

We may suspend access to or close your Uncouth account at any time and for any reason, including for non-payment, for breach of these Terms, or for abuse of the Uncouth Services.

The Uncouth Services are for medical consultation services only. We do not sell, offer to sell or supply any medicinal product.

All Products that you receive following our recommendations are fulfilled by The Skin Pharmacy, Unit 1, 86 Bradford Road, Dewsbury, West Yorkshire, United Kingdom, WF13 2EF. The Skin Pharmacy will provide Products if you consent to the Pharmacy fulfilling your Products following our recommendations.

Once you consent to The Skin Pharmacy providing you with Products, we will pay the Pharmacy on your behalf the amount which is payable by you for the Products. They will dispense the Products to you directly. Your contractual relationship for the supply of Products is directly with The Skin Pharmacy. By requesting delivery of Products, you confirm that you agree to the Pharmacy Terms of Service.

You have the right to request a copy of any prescription for fulfilment at a pharmacy of your choice. To do so, please contact us at [enquiries@uncouthskincare.com](mailto:enquiries@uncouthskincare.com).

Medicinal Products will only be despatched to you by The Skin Pharmacy if the pharmacy approves the prescription for the Medicinal Products that we have recommended. We will not pass your prescription or Product order to the The Skin Pharmacy unless your payment method has been successfully charged for the applicable month's subscription to the Uncouth Services.

You authorise us to share the medical information you have provided to us with the Pharmacy and any other health professionals being retained on your behalf, as required. You may revoke this authorisation at any time by notifying us or The Skin Pharmacy in writing, but if you do so, you will not be able to receive any further Products. This authorisation shall continue until you revoke it.

The Skin Pharmacy will not accept any order for Products unless it receives a valid prescription issued by a licensed prescriber based upon a personal consultation and examination.

All Cosmetic Products are supplied by Uncouth Ltd.

You must review any guidance and instructions that accompany any Products before using them, including the Patient Information Document if applicable. You are responsible for use of the Products in accordance with instructions.

You must notify your doctor and any other healthcare professional involved in treating you of your use of any Medicinal Products.

If you become pregnant during your receipt of the Uncouth Services, you must stop using any Products immediately and contact us at [enquiries@uncouthskincare.co.uk](mailto:enquiries@uncouthskincare.co.uk).

If (1) you experience any side effects from your use of any Products, (2) you start a new medication, or (3) your medical circumstances change at all in any way, you must contact us at [enquiries@uncouthskincare.co.uk](mailto:enquiries@uncouthskincare.co.uk).

We may request a new consultation with you at any time in order to ensure that we are providing you with the most appropriate advice and recommendations. If you do not participate in a new consultation when requested, we may suspend your Uncouth account and any deliveries of Products. We may also choose to supply you with Cosmetic Products if we do not have complete medical information from you. In the event that we choose to supply you with Cosmetic Products, you acknowledge that such products are not medical in nature, and have not been chosen on the basis of any medical information that you provide to us.

## **5. Price and Payment**

All prices include taxes where applicable.

If an attempt to charge your payment card fails, we may remove one or more items from your basket and reattempt payment.

The payments you make for the Uncouth Services may include the fee for our consultation and recommendation services. The services may not necessarily result in a recommendation or prescription. If you have consented to The Skin Pharmacy providing you with Medicinal Products, your payment includes the amount payable to the Pharmacy for the Medicinal Products. We will pay The Skin Pharmacy this amount on your behalf.

We reserve the right to increase the price of our products and services. If we increase the price of our service, we may choose not to increase the price you pay. If your payment is lower than the advertised price on our website, we may refer to the price you pay as a 'loyalty price' or equivalent. If you unsubscribe or have any break in your subscription, you will lose this loyalty pricing and your price will revert to the current advertised price.

We may increase our prices at our discretion.

We may suspend your Uncouth account and any deliveries of Products if:

- We cannot authorise any payment for any reason;
- Your payment details or contact details are out of date or have expired;
- You have failed to comply with these Terms in any way;
- The requested Product(s) are unavailable or out of stock;
- In our professional opinion, the recommended Product(s) are no longer appropriate;
- There has been a mistake on the pricing or the description of the Uncouth Services.

## **6. Refunds and Cancellation**

You may request a refund of any products you receive within 14 days of receipt. If you wish to exercise this right, you must log a refund within 14 days using your Uncouth Account. You will need to arrange for the products to be returned to us at our address: The Skin Pharmacy, Unit 1, 86 Bradford Road, Dewsbury, WF13 2EF.

If you return a product because it is defective or we have delivered it to you in error we will refund the price in full, together with any applicable delivery charges. However, the maximum amount we will pay will be the equivalent of the least expensive delivery option available. You will otherwise be responsible for the costs of returning the products to us.

We cannot provide a refund in respect of products that have been unsealed after they have been delivered to you due to health and hygiene reasons.

## **7. Your Responsibilities**

We provide advice or prescriptions based on the information you provide. Accordingly, you are responsible for making sure that such information is correct;

- We will provide you with the Uncouth Services to the best of our ability and in accordance with all applicable laws and regulations
- You confirm that all information you provide to us is accurate, up-to-date, and complete to the best of your knowledge. This includes your medical history and any answers to questions we may ask you before and during any consultation. If you do not understand any question we ask you, please check with us to avoid providing an incorrect answer.
- You acknowledge that providing us with any incorrect information may negatively impact your health.

You consent for the purposes of applicable data protection legislation to us storing and using your medical information in accordance with our Privacy Policy. You must notify us immediately if any information you have provided to us changes. We do not assume any liability for issues arising as a result of incorrect, out-of-date, or incomplete information provided by you. You confirm that you

are at least 18 years old, and are not aware of any reason why we cannot provide the Uncouth Services to you. You must set up an online account with us in order to be able to receive the Uncouth Services. We may charge you additional sums if you provide us with inaccurate information regarding delivery. For example, we might need to re-deliver using another vehicle or with extra manpower, or reschedule services.

## **8. Our Liability**

We will not be liable for any costs, damages or losses arising from any use by you of our services or products in breach of applicable laws and these terms and conditions.

Nothing in these Terms shall operate to exclude or limit our liability (if any) for death or personal injury caused by our negligence; fraud; fraudulent misrepresentation; or any matter which it would be illegal for us to exclude or attempt to exclude our liability.

Our services and products are provided on an “as is” and “as available” basis. We make no representation or warranty, express or implied, regarding our services or products, or any information or advice given to you. To the maximum extent permitted by law, we disclaim all such representations or warranties.

We do our best to ensure that the information and recommendations provided to you are accurate and up-to-date but cannot guarantee that this will always be the case.

We are only liable to you for losses which you suffer as a direct result of our breach of these terms and conditions and which are reasonably foreseeable. Unless otherwise required by applicable law, our liability to you for any claim arising from the subject matter of these terms and conditions and the use of any products shall be limited to the amounts paid to us by you in the 12 months preceding the date of any claim.