



Abbott Online Terms of Use

This Website is owned by Abbott Laboratories Limited. (Registration number 329102) whose registered office is Abbott House, Vanwall Business Park, Vanwall Road, Maidenhead, Berkshire SL6 4XE.

Effective Date of these Online Terms of Use: October 2015

These Online Terms of Use and the Privacy Policy govern your access to the <https://www.myhospital2home.co.uk> website controlled by Abbott and its subsidiaries and affiliates (together referred to as "Abbott").

These Terms of Use (and any documents referred to in them) only apply to the <https://www.myhospital2home.co.uk> website ("**Abbott Website**") and do not apply to any other Abbott Websites, or to third party websites to which the Abbott Website may link. Use of the Abbott Website includes accessing, browsing, registering and entering information onto the Abbott Website.

A check of stock level requests placed using this website, along with access to it is granted strictly in accordance with these Terms of Use.

You should read these Terms of Use prior to use of the Abbott Website. Please print a copy of these Terms of Use for your reference. By using the Abbott Website, you confirm that you accept and are in agreement with these Terms of Use and agree to comply with them at all times.

Without prejudice to your rights under applicable law, Abbott reserves the right to amend these Terms of Use at any time and for any reason.

If Abbott amends the Terms of Use, the most recent version of the Terms of Use will be posted online and will then apply to the use of the Abbott Website. You confirm that you accept and are in agreement with all updates to these Terms of Use and agree to comply with the then current version of these Terms of at all times.

If you disagree with these Terms of Use, or are dissatisfied with the Abbott Website, your sole and exclusive remedy is to discontinue using the Abbott Website.

Other Applicable Terms

The following documents also apply to your use of the Abbott Website.

- Privacy Policy - <https://www.myhospital2home.co.uk>. This sets out how Abbott processes the personal data that is collected through use of this website or which you provide to us.
- Cookie Policy - <https://www.myhospital2home.co.uk>. This sets out how information about the use of cookies on the Abbott Website.



Entire Agreement

You agree that these Terms of Use and the Privacy Policy describe the entire agreement between Abbott and you or the person you are caring for with respect to its subject matter

Contact Details

If you have any general questions about these Terms of Use, please contact:

Abbott Laboratories Limited
Abbott Nutrition
Hospital2Home Operations Manager
Abbott House,
Vanwall Business Park,
Vanwall Road
Maidenhead
SL6 4XE.

If you have any questions about Abbott Nutrition products, your delivery or pump, please contact

Hospital2Home on 0800 0183799 or by email at Abbott.Hospital2Home@nhs.net

Eligibility & Registration

The Abbott Website is only available to patients registered with Abbott's Hospital2Home home delivery service.

In order to use the services available from the Abbott Website, patients or their carers will be required to register. Abbott may decline a registration request at its sole discretion. By registering for the services available from the Abbott Website, patients and their carers agree to these Terms of Use and agree that:

- The personal information that is required for registration is true, accurate and complete in all respects;
- You will notify Abbott immediately of any changes to the personal information by updating your details on the <https://www.myhospital2home.co.uk> Abbott Website or by contacting the Hospital2Home Nutrition Helpline.

The Abbott Website is not for use by patients under the age of sixteen.



Amending Patient Details Online

The Abbott Website allows you to amend certain details about you or the person that you are caring for. Any amendments to these details will be reviewed by a Hospital2Home coordinator and by your NHS healthcare professional or the NHS healthcare professional of the person that you care for. You are strongly advised to review the Privacy Policy applicable to use of the Abbott Website, available here <https://www.myhospital2home.co.uk> website

In the event that any patient details are amended, please allow 2 working days in order for the amendment to be processed. If you are due a delivery imminently and have amended the delivery address, please contact Hospital2Home on 0800 0183799 or via email at Abbott.Hospital2Home@nhs.net as soon as possible.

Accounts & Passwords

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Abbott's security procedures, you must treat such information as confidential. You must not disclose it to any third party. These details are personal to you [or to the person you are caring for] and are not transferable.

Abbott has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Abbott at Hospital2Home on 0800 0183799 or by email at Abbott.Hospital2Home@nhs.net

Your Use

By using the Abbott Website, you agree to the following:

1. Not to disrupt, amend or intercept information posted on the Abbott Website or on any of Abbott's servers;
2. Not to attempt to circumvent any security features of the Abbott Website; and
3. To abide by all applicable, national and international laws, rules and regulations;
4. Not to use the Abbott Website for any commercial or business purpose;
5. Not knowingly introduce viruses or other harmful or malicious material to the Abbott Website;
6. Not to attempt to gain unauthorised access to the Abbott Website or any server on which the website is stored, or any computer or database connected to the Abbott Website.

In the event that you are found to be in breach of these Terms of Use, your right to use the Abbott Website will cease immediately.



Stock Check Levels and Delivery Arrangements

The Hospital2Home delivery service is provided pursuant to contractual arrangements between your local NHS care provider and Abbott. Abbott is only able to deliver the products that are set out in the applicable NHS regime and which your NHS healthcare professional has confirmed. The maximum amount of product that Abbott can deliver to you is the amount set out in the applicable NHS regime and the documents completed by your healthcare professional. If you require a different product or would like to request additional quantities of products, please contact your healthcare professional who will be able to advise you.

In order to request a delivery of products, please follow the instructions on the Abbott Website.

Abbott may at its sole discretion decline any delivery request that is entered into the Abbott Website.

Products can only be delivered to the registered address that is entered on the Abbott Website.

Delivery dates vary. At the time of requesting a delivery and order, the full list of available delivery dates will be shown.

Abbott will confirm receipt of your stock check and preferred delivery request date through an email sent to the registration email address. Hospital2Home will confirm your actual delivery date at least two days before it is due. This does not mean that Abbott has accepted your delivery request.

If you do not receive an email from Abbott acknowledging receipt of your request, please call the Abbott Nutrition Hospital2Home Helpline

Abbott will use its best efforts to deliver products on the date requested but does not provide any guarantee of delivery. All delivery dates are given for general guidance only and Abbott is not liable in any way for late delivery of products.

Products must be signed for at the delivery address provided by you or your nominated representative unless you have provided the Abbott Nutrition Hospital2Home Helpline team with confirmation that the products can be left in a secure location without signature.

If you have provided the Abbott Nutrition Hospital2Home Helpline with confirmation that the products can be left in a secure location without signature, the products will be delivered to this location. If you have not provided confirmation of this and no one is available to accept and sign for your delivery, a card will be left by the delivery driver. A second delivery will be attempted for the next working day. If no one is available to accept and sign for your delivery on the second attempt, a second card will be left by the delivery driver. After three unsuccessful delivery attempts, the goods will be returned to Abbott Nutrition.

It is important to keep your information up to date at all times. Abbott does not accept any liability for failed deliveries as a result of incorrect information retained in the Abbott Website.



Collection of Pumps

The Abbott Website allows you to arrange for your Abbott pump to be collected.

Pumps can only be collected from the address entered onto the Abbott Website.

Abbott will use its best efforts to collect pumps on the date requested but does not provide any guarantee of collection date. All collection dates are given for general guidance only and Abbott is not liable in any way for late collection of pumps.

If no one is available to provide the pump you will be contacted by the Abbott Nutrition Hospital2Home Helpline to arrange for collection of the pump on a different date, or you can contact us on 0800 0183799 or by email at Abbott.Hospital2Home@nhs.net

Errors and Shortages

Abbott will use all reasonable endeavours to process delivery requests according to the information entered into the Abbott Website. In the event that there is any error or shortage in the products received, please contact the Hospital2Home Nutrition Helpline immediately.

Availability & Access

Abbott will use reasonable efforts to make the Abbott Website available 24 hours a day, 7 days a week. However, Abbott cannot guarantee this and takes no responsibility for any loss or damage that occurs due to an interruption of access to or availability of the Abbott Website. Abbott may interrupt, suspend, withdraw, discontinue or change any or all of the Abbott Website without notice and for any reason.

In the event that you would like to enter product information or arrange a delivery date and the Abbott Website is not available, please contact the Abbott Nutrition Hospital2Home Helpline.

You are responsible for making all arrangements necessary for you to have access to our site.

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

If you choose to access the Abbott Website through a mobile device, then you are responsible for any data charges incurred. Abbott has no responsibility for these charges. You are advised to contact your network provider to understand the charges that may be applicable.



Intellectual Property

The information, trademarks, content and graphics published on the Abbott Website (the "Information") are owned by, or licensed to, Abbott. No license or right, express or implied, is granted to any person under any patent, trademark or other proprietary right of Abbott.

Privacy & Security

Abbott is committed to safeguarding your privacy, as set out in the Privacy Policy. A username and password system has been implemented on the Abbott Website. It is your responsibility to ensure that you safeguard your username and password appropriately.

It is your responsibility to ensure that the device used to access the Abbott Website, is adequately secured and protected against malicious software or access by unauthorised persons.

To the maximum extent permitted by applicable law, Abbott shall not be liable for any direct, indirect, special, incidental, or consequential damages (including lost profits, whether arising directly or indirectly) suffered by any person as a result of interception or unauthorized access to their personal data, even if Abbott has previously been advised of the possibility of such damages.

Abbott is not liable for any loss or damage caused by a virus or other harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to use of the Abbott Website, to downloading any content on it or any website linked to it [if applicable].

Abbott does not guarantee that the Abbott Website is free from viruses or any other harmful material that may infect your computer equipment, computer programs, data or other proprietary material.

Links to Third Party Websites

Abbott assumes no responsibility for the content of websites linked to the Abbott Website. Abbott does not endorse the websites linked to the Abbott Website. Links to third party websites are provided for information only. Abbott has no control over the contents of those sites or resources.

Reliance on Information

The content on the Abbott Website site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Abbott Website.

Although Abbott makes reasonable efforts to ensure that the information and content on the Abbott Website is accurate, complete and up to date and does not infringe any third party



rights, Abbott makes no representations, warranties or guarantees, whether express or implied, that the content on the Abbott Website site is accurate, complete or up-to-date.

The Abbott Website and the content and information on it are provided on an “as is” and “as available” basis, with all faults. To the maximum extent permitted by applicable law, Abbott hereby disclaims all representations and warranties relating to the information and content on the Abbott Website, whether express or implied, created by law, contract or otherwise, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title or non-infringement of third party rights.

The information and content on the Abbott Website do not constitute medical advice. You should consult your healthcare professionals for advice before you make any decisions relating to your treatment or care. To the maximum extent permitted by applicable law, Abbott hereby disclaims all liability for any loss or damage which may be suffered by any person, whether suffered directly, indirectly, immediately or consequentially, and whether arising in contract, tort (including negligence) or otherwise which arises out of, or in connection with use of the Abbott Website or any treatment or care decisions which you make, except in the case of death or personal injury resulting from Abbott’s negligence. To the extent permitted by law, Abbott excludes all conditions, warranties, representations or other terms which may apply to the Abbott Website or any content on it, whether express or implied.

Abbott is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to and from third-party websites.

The products delivered to you as a result of using the Abbott Website are for your personal use [or the use of the person that you care for] only and must not be resold or consumed by any other person. These products must only be consumed under medical supervision.

Limitation of Liability

Except in the case of death or personal injury caused by their negligence, Abbott, its vendors, their respective directors, employees and agents (hereinafter “**Abbott parties**”) hereby disclaim, to the maximum extent permitted by applicable law, liability for any loss or damage which may be suffered by any person, whether suffered directly, indirectly, immediately or consequentially, and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise which arises out of, or in connection with:

- a. use of, or inability to use, the Abbott Website;
- b. use of or reliance on any content displayed on the Abbott Website;
- c. use of information or content on the Abbott Website;
- d. any services provided on or through the Abbott Website; and
- e. interception or unauthorized access to personal information submitted to the Abbott Website, including, without limitation, the following categories of loss or damage, whether or not Abbott has been advised of the possibility of such loss or damage:
 - i. loss or corruption of data;
 - ii. loss of profits or sales;



- iii. loss of anticipated savings;
- iv. loss of business opportunity;
- v. loss of goodwill;
- vi. loss of reputation;
- vii. business interruption; and
- viii. special damage.

The Abbot Website is provided for use in the United Kingdom and for private use only.

Interpretation of these Terms.

Each of the paragraphs operates separately. If any court or authority finds that any of them are unlawful or unenforceable, the remaining paragraphs will continue in full force and effect.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England.

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