

ADA & ME

TERMS AND CONDITIONS

1st July 2025

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply breast screening services
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Description of our Services.** We are a breast screening service powered by an artificial intelligence-based medical device called Thermalytix®. The service is designed to detect potential abnormalities in breast tissue at a much earlier stage compared to traditional screening methods or self-examinations.
- 2.2 **Who we are.** We are Ada & Me a company registered in England and Wales. Our company registration number is 15683097 and our registered office is at 27 Eldon Business Park, Nottingham NG9 6DZ.
- 2.3 We are not accredited in the UK. However, all our technicians have been trained by Niramai PVT (the inventor of the technology) and to our own standards. Thermalytix® has obtained a CE Mark for all European countries. Thermalytix® is registered with MHRA, reference number 25957. We are not approved for providing health services and we fall outside the requirement to register with the Care Quality Commission. Our thermal camera is CE certified in accordance with NHS guidelines. Our software, Thermalytix® is registered with MHRA.
- 2.4 **What we do.** The service is designed to detect potential abnormalities in breast tissue at a much earlier stage compared to traditional screening methods or self-examinations. The core technology underpinning the service is a patented machine learning algorithm that has demonstrated reliable and accurate anomaly detection in breast tissue. The technology has been tested on over 200,000 women in India and has undergone extensive medical trials in that context. In India, the false-negative rate is less than 5%, and the false-positive rate is less than 10%. However, Ada & Me cannot guarantee the same accuracy rates here in the United Kingdom, as these figures are based on studies conducted in Indian populations. This service is a screening tool and not a diagnostic or medical service. It does not provide a diagnosis but instead offers an assessment of whether an abnormality may be present, subject to the limitations of the technology. Whilst we anticipate the same degree of accuracy that is achieved in India, we make no assertions of the accuracy of our screening results. We therefore suggest that any customer who is concerned about their breast health consult their GP, either prior to using our service or after receiving their screening report.

2.5 **How to contact us.** You can contact us by email at [contact@adaandme.co.uk].

2.6 **How we may contact you.** If we have to contact you we will do so by telephone, text or by writing to you at the email address you provided to us in your booking.

3. OUR CONTRACT WITH YOU

- 3.1 **How you will make your booking.** To book an appointment, please go to www.adaandme.co.uk and follow the process for choosing an appointment type, date, location and time. Occasionally, it will be possible to book an appointment at one of our screening

locations. In these cases you will have to book the appointment, either on-line or with one of our screening technicians.

- 3.2 **How we will accept your booking.** We will email you with confirmation of your booking once that booking is received. Payment is required at the point of booking. When you have paid for our services and our confirmation email has been sent to you a contract will come into existence between you and us. Payment may be via voucher, a debit/credit card or a combination of the two.
- 3.3 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for any services undertaken.
- 3.4 **Your booking number.** We will assign a booking number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking number whenever you contact us about your booking.

4. REQUIREMENTS AND ELIGIBILITY

- 4.1 **Eligibility.** We will only accept bookings for people aged eighteen or over. There is no maximum age and this service is available for all subject to very limited exceptions (see clause 4.6 below (Who can't we screen?). We pride ourselves in providing this service to everybody but occasionally there will be customers with limiting conditions that may make the screening difficult or impossible to undertake. Where you think that something may affect our ability to successfully screen you, please inform us via your account on our ACP (Ada Customer Platform)/contact us on our website. Our technicians have the right to refuse screening to anyone on the grounds that it is appropriate to do so.
- 4.2 **Information Required.** To receive the services, you must complete our registration process, create a personal account and provide the relevant details through our ACP. These must be available to us at the time of your appointment.
- 4.3 **Booking form.** To complete your booking you must fill out our booking form which is available via our website. You will initially be able to select locations and see available time slots. To secure this you will need to create an account with secure password, complete all relevant information, make payment and complete vital data information. This must be completed before you attend your appointment. You will then receive a confirmation email along with payment receipt. The details you provide is what we will use to contact you. Please check that you have entered the information correctly.
- 4.4 **What to bring to your appointment.** Our screening is carried out by trained operatives. You will sit behind a modesty screen with no-one else present. Whilst we are set up to screen individuals without a supporter, you should feel free to bring a supporter to your appointment if this is helpful. Our technicians are not allowed to assist you here so please ensure you are able to undress yourself (top half only). It helps if you wear separate top and bottom garments. If you need assistance to undress, please ensure you write this or any other relevant information in our 'other information' box on the ACP (Ada Customer Platform). Other information such as where to attend your screening and how to prepare for the test will be sent to you with your booking confirmation. Please note, cold air will be blown on your upper body to cool your body temperature
- 4.5 **What will affect the accuracy of your screening? Full details available on our website. The following will ensure the most accurate of readings:**
 - 4.5.1 **On the day of your screening: Avoid bathing within 1 hour before screening; avoid shaving underarms/chest 2 hours before screening; avoid lotions, creams, deodorants or powders on the chest or underarms on the day of screening; avoid alcohol consumption on the day of your screening; avoid smoking/chewing tobacco 2 hours before screening; you should not undertake any yoga, massage or strenuous exercise for at least 3 hours before**

the screening; no food/hot beverages are to be taken 1 hour before screening. Reschedule your screening if you have a fever by contacting us.

4.5.2 24 hours before your screening: Avoid alcohol consumption on the day before your screening (as well as on the day of the screening); avoid any physical stimulation, mammography, ultrasound or any treatment of the breast, chest, neck, or back.

4.5.3 More than 24 hours before: If you have undergone any chemotherapy, screening should be undertaken after 7 days. If you have undergone any breast surgeries or radiation, wait for 2 months before the screening.

4.6 Who can't we screen? We cannot screen you due to inconclusive results. To avoid disappointment, we ask you: If you are pregnant or think you may be, please come back to us when you are no longer pregnant. If you are breastfeeding or lactating, Please come back to us when you are no longer lactating. If you are menstruating or expecting it in the next 2-3 days, its ideal to postpone your screening to a later date and when you are not menstruating.

4.7 Do we screen Men? Ada & Me can and do screen men for abnormalities within their breasts, however we are not set up for people who were born male. The reason for this is that the technology has not been trained on enough men to provide the same quality of validation that it can for women. This means that we do not have the data to provide an error rate within male scans. Ada & Me are aware that around 400 cases of breast cancer in men are identified each year within the UK. This compares to 56,000 cases in women. This disparity means that it is difficult for Ada & Me, or Thermalytix®, to capture adequate examples to check that the software training is accurate and effective, specifically for men. Ada & Me understand that anomalies in men and women are broadly similar, which is why we are prepared to scan men. However, this is done on the strict understanding that Ada & Me have significantly less confidence in the results of a scan and that individuals who have any concerns should seek advice from their General Practitioner or other trusted source.

4.8 Other information we need. Medication – you can continue to take any prescribed./regular medication but please provide a list of such medications and supplements to the technician at the time of your screening or via our ACP.

5. CHANGING YOUR APPOINTMENT

5.1 If you wish to make a change to your booking, please do so by signing into your Ada & Me account via our website and our ACP. Our platform will let you know if the change are possible. If it is possible we will let you know about any changes to the price and date of your booking or anything else which would be necessary as a result of your requested change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the services. We may change the services:

6.1.1 to reflect changes in relevant laws and regulatory requirements (such as changes required to comply with the requirements of the Care Quality Commission). If this happens we will review and contact you immediately. Changes can range from needing to re-schedule your appointment to cancelling the service; and/or

6.1.2 to implement minor technical adjustments and improvements, for example to update the system's software. These changes can delay screening and the issue of a customer's screening report.

6.2 More significant changes to the services and these terms. Occasionally we may need make changes to these terms or the services, but if we do so we will notify you in advance

and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received. Examples of such changes include:

- 6.2.1 Occasionally our staff may not be available and we will be unable to provide the service. Very occasionally our venue may not be available, or the services we need to provide your service may be unavailable. In these cases we will notify you as quickly as possible and will aim to re-schedule your appointment;
- 6.2.2 There is a very small risk that the system's technology is not available from our provider. In these circumstances we will endeavour to re-schedule +/- or relocate your appointment, or will suggest an alternative supplier.

7. PROVIDING THE SERVICES

7.1 **When we will provide the services.** When we confirm your booking, we will confirm the date, time and location of your appointment.

7.2 **Undertaking the scan.** Our role is to undertake a scan for anomalies in your breast(s), looking for issues that may be or may lead to cancer. We are not a medical service provider and our role is to provide you with a high level assessment of your scan and summary of our findings, which will be verified by a qualified radiologist. We may be able to recommend medical pathways with third parties if an anomaly is found and the radiologist deems it worthy of further investigation.

7.3 **We are not responsible for delays outside our control.** If the supply of our services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.4 **What will happen if you do not give required information to us.** We need certain information from you so that we can supply the services to you. This is set out on our website and further details will be emailed to you when you confirm your booking. If you do not provide us with this information before your appointment, or if you give us incomplete information, we may carry out the services but the accuracy of your results may be affected by this. Our technicians have the absolute right to refuse screening if they believe that you have not complied with the details described. This is at our discretion (and clause 10.2 will apply). Cancellation charges may apply. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. Where you provide incorrect information then the scan may return false information that we cannot be held liable for.

7.5 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of the services to you in limited circumstances. These include:

- 7.5.1 where we need to deal with technical problems in the system's technology/software or make minor technical changes;
- 7.5.2 where we need to update/refine the services to reflect changes in relevant laws and regulatory requirements;
- 7.5.3 where we need to make other changes to the services (see clause 6 above);
- 7.5.4 where you fail to provide the information necessary to undertake the scan or where our technician has reasonable grounds to suspect that you have provided inaccurate information; or

where your behaviour is incompatible with our values. Our focus is to transform breast screening into a seamless, supportive experience. We achieve this by following

these our **core values: Compassionate Care** – We prioritise our customer’s well-being by making screenings personalised, comfortable, stress-free and supportive. **Accessibility & Inclusivity** – We are dedicated to creating a welcoming environment that breaks down barriers, making breast screening approachable and available to all, regardless of background or circumstances. **Innovating for Empowerment** – Our advanced technology combines safety, convenience, and the latest innovations to provide clarity, confidence, and control over one’s health. These principles for action shape everything we do.

7.6 We will suspend the services if you fail to comply with sub-clauses 7.5.4 or 7.5.5 and will end the contract

7.7 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you if we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than a week then we will re-fund any sums paid by you so that you do not pay for services while they are suspended. You may contact us to end the contract for services if we suspend the services or tell you that we are going to suspend the services, in each case for a period of more than a week. In these circumstances we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

7.8 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 12.1) and you still do not make payment before your scan, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not charge you for the services during the period for which they are suspended.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what services you have paid for, whether there is anything wrong with the services, how we are performing and when you decide to end the contract:

8.1.1 **If what you have paid for is mis-described you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back), see clause 11;

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;

8.1.3 **If you have just changed your mind about the services, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

8.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 6.1);

8.2.2 we have told you about an error in the price or description of the services you have booked and you do not wish to proceed;

8.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;

- 8.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one week; or
- 8.2.5 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running.
- 8.5 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm that we have accepted your booking. However, once we have completed the services you cannot change your mind, even if this period is still running.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) £90 per appointment as compensation for the net costs we will incur as a result of your ending the contract.
- 9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
 - 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by logging into your Ada & Me account, cancelling any existing appointments and sending us an email at contact@adaandme.co.uk.
 - 9.2 **How we will refund you.** We will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.
 - 9.3 **Cancellation Fees.** If you are exercising your right to change your mind:
 - 9.3.1 We will deduct £90 per appointment from any refund for any cancellations made with less than 72-24 hours before your appointment.
 - 9.3.2 Cancellations made within 24 hours of your appointment are non-refundable regardless of cancellation reason.
 - 9.4 **When your refund will be made.** 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 of your telling us you have changed your mind.]
 - 9.5 **Vouchers.** Vouchers are non-refundable. If you have used a voucher to pay for your appointment, whether in part payment or full payment a refund is not applicable. Any amendments to your appointment can only be made 72 hours or more ahead of your time slot when using a voucher.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract and not provide the services if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment before your scan; or

10.1.2 you do not come to your appointment with the information we have requested; or

10.1.3 our technician has reasonable grounds to believe that the information that you have provided is incorrect; or

10.1.4 we discover that you do not meet the eligibility requirements (see clause 4.6 above).

10.2 **You must compensate us if you break the contract.** If we end the contract and cannot perform the services in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a £90 cancellation fee in accordance with clause 9.3 above.

10.3 **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least one week in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us at the details in clause 2 above, or else speak to a member of staff at the testing site.

11.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

For services, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

12. PRICE AND PAYMENT

12.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price indicated on the webpages when you made your booking.

12.2 **When you must pay and how you must pay.** We accept payment with [credit and debit cards, Vis, Mastercard, American Express etc]. You will pay at the time of booking your appointment and to secure the location, date and time.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are not responsible for the accuracy or results of your test..** We will not be held liable for losses, costs, damage that you suffer or incur as a result of any delays in receiving test results or as a result of inconclusive test results.

13.2 **We are not responsible for what happens to your report after you have received it.** This means we do not hold any responsibility for how the report is used, reviewed or acted upon by you or other third parties

13.3 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.4 **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 including the right to receive services which are: as described and match information we provided to you; supplied with reasonable skill and care.

13.5 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services 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. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our GDPR, Privacy and Data Sharing policy.

15. OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts.