

DISCLAIMER

Somnio International Medical Holidays ("Somnio") is a company which acts merely as a referring agent for client's undertaking overseas cosmetic procedures with independent third party providers of such services.

Somnio is not a medical organisation, health provider, travel agent or provider of accommodation. Somnio will provide to you options regarding independent providers of these services. In making these recommendations, Somnio does not warrant or represent that the services provided to you are fit for your required purpose or will be undertaken diligently and with reasonable care.

Somnio advises and strongly recommends the following:

- a) That you seek independent medical advice from an appropriately qualified medical professional before undertaking any procedure;
- b) That you thoroughly check the insurances held by any third party service provider prior to entering into an agreement and that you obtain your own insurances for any service and/or procedure which you have chosen to undertake; and
- c) That you obtain the specific terms and conditions of any service provider you intend to contract with and carefully read all terms and conditions. You must familiarise yourself with the provider's limitation of liability regarding any injury, loss or damage whatsoever. (Please seek independent legal advice regarding the terms and conditions of any service provider prior to entering into any agreement).

You as a customer of Somnio acknowledge and agree the following by signing this Disclaimer:

- a) That Somnio has not represented itself as a provider of medical services, health services, hospital services, transportation or accommodation services;
- b) That Somnio is merely a third party agent assisting you as a client in organising services you require;
- c) That no medical advice or opinion has been provided to you by any director, officer, agent, servant or employee of Somnio;
- d) That you have had the opportunity to seek independent advice from a properly qualified medical professional concerning the procedure you wish to undertake;
- e) That you have obtained all terms and conditions from all providers of the services and procedures you wish to engage and you are satisfied with those terms and conditions;
- f) That you have made enquiries regarding the insurance policies held by each provider and you have been advised by Somnio to obtain your own insurances to cover any loss, damage, or injury of any kind;
- g) That no warranty or representation whether implied or expressed has been made to you by any director, officer, agent, servant or employee of Somnio regarding any of the services requested; and
- h) That Somnio does not accept liability for any acts, omissions or defaults of any service provider engaged by you or any goods or services supplied to you.
- i) That you are not in anyway involved in any business similar to that of Somnio.
- j) That you will not approach nor instigate a business working relationship of any kind with Hospitals or Clinics that Somnio International Medical Holidays (Somnio) currently engages in business relations with. Further to this, you agree to NOT operate a medical tour agent or operate a business similar to that of Somnio for the following 5 years unless written consent by Somnio has been given.
- k) That a password provided to the Somnio Website and secure area is personal to you and is monitored by Somnio. You agree not to pass any information contained on that site to any third party without the express written permission of Somnio. You acknowledge that should you do so, Somnio will be entitled to seek damages against you.

Should Somnio be found at law to be liable to you in any regard, you agree with Somnio that liability is to be limited to the following:

- a) The replacement cost of the goods or service to an amount not exceeding the cost of service or goods originally provided; or
- b) The cost of the same service and/or goods being provided again.

Liability will not extend beyond these options and it is at the sole discretion of Somnio as to which of those options will be provided to you.

In completing documentation provided by Somnio, you as client warrant that you have executed all documents truthfully and accurately and you indemnify Somnio in relation to the completion of those documents. Somnio must point out the importance of being truthful and accurate with those documents as you intend to undertake medical procedures.

Somnio requests that you pay all costs associated with third parties directly to the third party unless otherwise advised.