

End User Licence Agreement

Last updated: 30 November, 2020

Please read carefully before using the app. This end user licence agreement (**EULA**) is a **legal agreement between you** (end user, you or your) **and Science & Engineering Applications Ltd**, a company registered in England & Wales number 11140695, (Scienap, us, our or we).

This agreement applies to CHAI software (including CHAI Community and CHAI Personal) and the associated media and all the associated online or electronic documents (**Documents**); collectively referred to as App or Apps;. We license use of the App(s) and Documents to you on the basis of this EULA. **By proceeding to use the App you are agreeing to be bound by the terms of this agreement. We remain the owners of the App and Documents at all times.**

Definitions:

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| Online Specification | means any technical specification of the App's functionality or similar details which may be posted on our Website or made available via the App from time to time, including the User Guide. |
| Services | means the functionality of the App offered to Users. |
| Subscription Fee | means the fee payable to Scienap for use of some parts of the Service. |
| User or Users | means any individual who registers an account on the App. |
| Data Subject or Data Subjects | means an individual (client) whose personal information is stored on the App (e.g. a vulnerable person). |
| Website | means https://www.scienap.com or any other website owned by Scienap referring to the use of the App (including ChaiWellbeing.com, ChaiCommunity.com and ChaiPersonal.com). |

Compatibility Notice

The App is designed to work on desktop and mobile devices using the latest versions of Safari Mobile, Safari Desktop, Chrome Mobile and Chrome Desktop. CHAI may work on older and other browsers, but performance is not guaranteed.

Agreed terms

1. Acknowledgements

- 1.1. The terms of this EULA apply to the App and to any updates or supplements to the App, unless such additions are provided pursuant to separate terms, in which case those terms shall prevail. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2. We may change these terms at any time without notice. Any such changes shall take effect on the next occasion that you make use of the App. Any such new terms may be displayed on-screen when you next use the App and you may be required to read and accept them in order to continue your use of the App.
- 1.3. From time to time we may update the App or it may be unavailable for maintenance. You will automatically receive updates.
- 1.4. The terms of our privacy policy (the "**Privacy Policy**" available from our website: [CHAIWellbeing.com](https://www.chaiwellbeing.com)) are incorporated into this EULA by reference and apply to your use of the App. You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by third parties, even if a particular transmission is encrypted.
- 1.5. By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services

that are internet-based or wireless to improve our products and to provide any Services to you. If you have consented, we may contact you from time to time by email, telephone, post or SMS with information about goods or services that may be of interest to you. You may unsubscribe at any time by emailing unsubscribe@ChaiWellbeing.com

- 1.6. The App or any Service may contain links to other independent third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including advice or the purchase and use of any products or services accessible through them. (Please report any links that you have any concerns about to your organisation management and ask them to inform us.)
- 1.7. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8. You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in clause 2.1 (Devices) and to download or stream a copy of the App(s) onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You should check with your mobile or internet service provider for details of data and internet usage charges. You accept responsibility in accordance with the terms of this EULA for the use of the App(s) or any Service(s) on or in relation to any Device, whether or not it is owned by you.
- 1.9. The terms of this EULA include, in particular, the Privacy Policy (referenced in clause 1.4) and limitations on liability in clause 8.

2. Grant and Scope of Licence

- 2.1. In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on your Devices, subject to these terms, the Privacy Policy and any applicable Appstore conditions if applicable. We reserve all other rights.
- 2.2. You may only use this App for your organisation's purposes and strictly in accordance with the terms of this EULA.

3. Subscription

- 3.1. This Service is being provided to you by your organisation. Your organisation is responsible for paying Subscription Fees ("Subscription").
- 3.2. The type of Subscription will depend on your organisation's contract with us. For example, the level of fees may depend on the number of Users or the number of Data Subjects. There may also be a risk free period where new Users or Data Subjects can try the Service and later be removed if no benefit is received without changing the Subscription. Ensure you are familiar with your organisation's arrangements with us before you add more Users or Data Subjects.
- 3.3. Scienap will provide you with a reasonable prior notice of any change in Subscription fees, or alternatively exceedance of an agreed cap if applicable, to give your organisation an opportunity to terminate your Subscription before such change becomes effective.
- 3.4. Your continued use of the Service after the Subscription Fee change comes into effect constitutes your agreement to pay the modified Subscription Fee amount.
- 3.5. Except when required by law, Subscription Fees are non-refundable.

4. Licence Restrictions

Except as expressly set out in this EULA or as specifically permitted by any local law, you agree:

- 4.1. not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- 4.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- 4.3. not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- 4.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by

virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:

- 4.4.1. Is used only for the purpose of achieving inter-operability of the App with another software program;
- 4.4.2. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- 4.4.3. is not used to create any software that is substantially similar to the App;
- 4.5. not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from Scienap; and
- 4.6. to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the App or any Service.

Together such conditions the “**Licence Restrictions**”.

5. Acceptable use Restrictions

As a condition of being granted access to the App and the Services you agree:

- 5.1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- 5.2. not use the App to offer, solicit, arrange, or engage in, any kind of activity or arrangement which is or which would be unlawful, or which you do not possess all necessary regulatory permissions to lawfully perform;
- 5.3. not use the App to offer, solicit, or otherwise facilitate any form of sexual contact or encounter between yourself and any other User;
- 5.4. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- 5.5. not upload to the App any data, material or information which is false or misleading in any way;
- 5.6. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users; and
- 5.7. not collect, extract or harvest any information or data from the App, any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service (other than the normal functionality of the App).

Together such conditions the “**Acceptable Use Restrictions**”.

6. Intellectual Property Rights

- 6.1. You acknowledge that all intellectual property rights in the App and the Online Specification anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App other than the right to use it in accordance with the terms of this EULA.
- 6.2. You warrant that you have all necessary rights to upload and use any material which you may enter into or upload to the App (or the servers which underpin its use) and to grant Scienap all necessary rights to use the same for such purposes as it may see fit. You further warrant and undertake to indemnify and hold harmless Scienap from any breach by you of this clause.
- 6.3. You acknowledge that you have no right to have access to the App in source-code form.

7. Warranty

We warrant that:

- 7.1. the App will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Online Specification; and

- 7.2. that the Online Specification correctly describes the operation of the App in all material respects, recognising that the User Guide is only intended as an introduction to the App and as such it may not contain details of all the functionality and the functionality may change from time to time.

Our warranty does not apply:

- 7.3. if the defect or fault in the App or any Service results from you having altered or modified the App;
- 7.4. if the defect or fault in the App results from you having used the App in breach of the terms of this EULA; and
- 7.5. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 7.6. If you are a consumer, this warranty is in addition to your legal rights in relation to software that is faulty or not as advised.
- 7.7. Scienap makes no warranty that the App will be available at all times, or that provision of it will be uninterrupted or error free. Save for as expressly set out in these terms, no implied warranties or other terms, including any implied term relating to satisfactory quality or fitness for purpose, shall apply to the App or its use by you.

8. Limitation of Liability

- 8.1. Except as expressly and specifically provided in this agreement (EULA):
 - 8.1.1. you assume sole responsibility for results obtained from the use of the App, Services and the Documentation by you, and for conclusions drawn from such use. Scienap shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Scienap by you in connection with the Services (including any forms or records), or any actions taken by Scienap at your direction;
 - 8.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - 8.1.3. the Services and the Documentation are provided to you on an "as is" basis.
- 8.2. Nothing in this agreement excludes the liability of Scienap:
 - 8.2.1. for death or personal injury caused by Scienap's negligence; or
 - 8.2.2. for fraud or fraudulent misrepresentation.
- 8.3. Subject to clause 8.1 and clause 8.2:
 - 8.3.1. Scienap shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - 8.3.2. Scienap's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the greater of £10,000 or the total Subscription Fee paid during the 12 months immediately preceding the date on which the claim arose.
- 8.4. You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Online Specification and Documents meet your requirements.
- 8.5. You acknowledge that Scienap does not review User postings, ratings, representations, comments or other uploaded content. Accordingly, you agree that Scienap shall not be liable or responsible for any such user-generated content.
- 8.6. The content in the App and Service is provided for general information only. Please note that the App shall not be construed as a medical tool or Medical Device of any sort. It is not intended to amount to advice on which you should rely. If you have any questions or concerns about the content within the App we recommend you seek professional or specialist advice before taking, or refraining from, any action on the basis of the content of the App.
- 8.7. Although we make reasonable efforts to update the information in the App, we make no representations, warranties or guarantees, whether express or implied that the content of the

App is accurate, complete or up-to-date. You acknowledge that the information may be updated, altered or removed, from time to time, at any time, without notice to you.

- 8.8. We are not responsible for any data usage, roaming or other charges you incur when accessing the internet through your mobile or other Device, as specified in condition 2.1.

9. Termination

- 9.1. This agreement shall, unless otherwise terminated as provided in this clause 9, commence the moment you start using the App or Service and shall continue until the initial Subscription period or renewal Subscription period(s) end (Subscription Term), or until you stop using the App, Services and Documentation.
- 9.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 9.2.1. the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 9.2.2. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.
- 9.3. Scienap has no obligation to renew the Subscription and may terminate this agreement for any reason giving 30 days notice.
- 9.4. On termination of this agreement for any reason:
- 9.4.1. all licences granted by Scienap under this agreement shall immediately terminate and you shall immediately cease to use the App and the Services and/or the Documentation;
- 9.4.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 9.4.3. Scienap may destroy or otherwise dispose of any of your data and that of the Data Subjects stored in the App in its possession in accordance with clause 9.4.2, unless Scienap receives, no later than ten days after the date of termination of this agreement, a written request for the delivery to the Customer (your organisation) of the then most recent back-up of the Data Subjects' data held by Scienap. Scienap shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Scienap in returning or disposing of Customer Data if termination is due to the Customer;
- 9.4.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- 9.4.5. the Customer shall immediately pay to Scienap all sums outstanding under this agreement.
- 9.5. In addition to its rights set out above Scienap shall have the right to suspend your use of the Service immediately if:
- 9.5.1. Scienap has any reason to suspect that your use of the App is unlawful, or that it would bring Scienap and/or other users or the App into disrepute, or
- 9.5.2. it has any reason to suspect that you have breached the terms of this EULA or have otherwise acted in a fashion which it considers may bring or has brought its reputation into disrepute.

10. Communication Between Us

- 10.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to Notice@ChaiWellbeing.com (please do not use this email for anything else. Contact your organisation for any support matters).
- 10.2 If we have to contact you or give you notice in writing, we will do so by e-mail, via the App, or (if applicable) by pre-paid post using the contact details you have provide to us in your request for the App (or subsequent updates).

11. Events Outside our Control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (each an “Event Outside Our Control”).
- 11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
 - 11.2.1 our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 11.2.2 we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

12. Indemnity

- 12.1 You undertake to indemnify and hold Scienap harmless in respect of all costs, charges, damages or losses which it may suffer in relation to your use of the App, including in relation to (a) any content which you may upload to the App or any interaction you may have with any other user of the App; (b) any breach of these terms; and (c) your use and access of the App, by you or any person using your account and password.

13. Other Important Terms

- 13.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 13.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 13.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 13.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 13.5 Please note that this EULA, its subject matter and its formation, are governed by English and Welsh Law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.
- 13.6 The use of this App is lawful in the UK. Should you choose to use the App anywhere else in the world you are responsible for checking local law and ensuring your compliance.