

## Terms and Conditions

### Web/mobile application end-user licence agreement

Please read carefully before using the Self-Assessment tool **[SA]**. You must be at least 18 years old to complete SA.

#### Why is this information important?

This Documents sets out the terms and conditions for your SA and related services, regardless of whether you access SA through a mobile or other device. It also sets out other important things that you need to know. These terms and conditions, along with the Privacy Policy and any other terms and conditions that apply to our services, form a legal agreement (the Agreement) between you, the service provider; and us, Health Diagnostics Ltd.

You can download a copy of these terms and conditions through the Health Diagnostics website at any time from [this link](#). To use all the functions of SA, you must be connected to the internet. We may revise this legal notice at any time by updating this posting, which is viewable at any time.

This end-user licence agreement **[EULA]** is a legal agreement between you (**End-user or You**) and Health Diagnostics for:

**Self-Assessment [SA]** mobile/web application software  
and  
associated online or electronic Documents (**Documents**).

We license use of the SA and Documents to you on the basis of this EULA. We remain the owners of the SA module and Documents at all times.

#### Operating system requirements

Self-Assessment has been tested with the most recent version of the following browsers:

- Google Chrome
- Edge
- Firefox
- Safari

Your experience using SA will be improved by using the most recent browser available on your platform - with improvements in page layout and design, speed of access and accessibility options.

#### Important notice:

By accessing SA or clicking on the "accept" button, you agree to the terms of this EULA which will bind you. The terms of this EULA include, in particular, the privacy policy defined in condition 1.4 and limitations on liability in condition 6.

If you do not agree to the terms of this EULA, we will not provide access to SA and Documents and you must stop the process.

You can print a copy of this EULA for future reference.

## Agreed terms

### 1. Acknowledgements

- 1.1 The terms of this EULA apply to SA including any updates or supplements to the tool or any Service(s), unless they come with separate terms, in which case those terms apply. If any open-source software is included in the SA, 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 and the notification will be viewable when you next access SA. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Service(s).
- 1.3 If you access SA on a device not owned by you, you will be assumed to have obtained permission from the owners of the mobile telephone or device. You and they may be charged by your and their service providers for internet access on the Device. 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 SA or any Service(s) or in relation to any Device, whether or not it is owned by you.
- 1.4 The terms of our [privacy policy](#) time to time are incorporated into this EULA by reference and apply to those Services that are not specified as having separate privacy policies. Additionally, by using the SA you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the SA may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.5 By using SA or any of the Service(s), 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 Service(s) to you.
- 1.6 Apart from the services to you to inform you of your current health and wellbeing and options to improve your own lifestyle, the outcome of any study completed on the data collected (which shall be aggregated and anonymised), may form part of one or more scientific publications and may inform research and policies related to health and wellbeing and related fields. You **will not** be identified in any report or publication. The data collected will be retained for analysis, and may be used to inform public policy or to provide information to selected parties.
- 1.7 SA or any Service(s) may contain links to other independent third-party websites. 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 the purchase and use of any products or services accessible through them.

### 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 SA on the Devices, subject to these terms, the Privacy Policy, incorporated into this EULA. We reserve all other rights.
- 2.2 You may:
  - (a) access SA on a PC and Apple or Android devices for your personal purposes only;
  - and
  - (b) use the Documents for your personal purposes only.

### 3. Licence restrictions

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

- (a) not to copy the content or Documents except where such copying is incidental to normal use or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the SA or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of SA or permit SA or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of SA or attempt to do any such thing as detailed in the Copyright, Designs and Patents Act 1988;
- (f) to include our copyright notice or that of any third-party research on all entire and partial copies you make of SA and Documents on any medium;
- (g) not to provide or otherwise make available SA in whole or in part (including object and source code), in any form to any person/organisation without prior written consent from HD;

#### **4. Acceptable use restrictions**

You must:

- (a) not infringe our intellectual property rights or those of any third party in relation to your use of the SA or any Service(s), including the submission of any material (to the extent that such use is not licensed by this EULA);
- (b) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of SA or any Service(s);
- (c) not use SA or any Service(s) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (d) not collect or harvest any information or data from any Service(s) or our systems or attempt to decipher any transmissions to or from the servers running any Service(s); together referred to as Acceptable Use Restrictions.

#### **5. Intellectual property rights**

- 5.1 You acknowledge that all intellectual property rights in SA, and Documents belong to us or our licensors who are acknowledged throughout, that rights SA are licensed (not sold) to you, and that you have no rights in, or to SA, the Documents other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that you have no right to have access to SA in source code form.

#### **6. Limitation of liability**

- 6.1 You acknowledge that SA has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of SA as described in the Documents meet your requirements.
- 6.2 You acknowledge that all information provided, whether originating from us or a third party, may have been compiled from relevant information at the time. We do not warrant that any such information is true or accurate and we exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of that information.
- 6.3 The content in the SA is provided for general information only. Please note that SA shall not be construed as a medical tool. If you have any questions or concerns about your health following an assessment with SA, we recommend you seek professional or specialist advice.

- 6.4 Although we make every effort to update the information in SA, we make no representations, warranties or guarantees, whether express or implied that the content of SA is up-to-date.
- 6.5 You acknowledge that the information may be updated, altered or removed, from time to time, at any time, without notice to you.
- 6.6 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 1.3.
- 6.7 You agree not to use SA and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.8 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 6.9, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 6.9 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to allowing you to download another copy of SA.
- 6.10 Nothing in this EULA shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other liability that cannot be excluded or limited by English law
- 6.11 This SA and Document(s) is not intended as a substitute for medical advice. If you have any health concerns, **please speak to a health professional.**

## 7. Termination

- 7.1 We may terminate this EULA immediately by written notice to you:
- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and
  - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 7.2 On termination for any reason:
- (a) all rights granted to you under this EULA shall cease;
  - (b) you must immediately cease all activities authorised by this EULA, including your use of any Service(s);

## 8. Communication between us

- 8.1 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 email](#) or by post to:
- Health Diagnostics Ltd
  - Suite C
  - The Quadrant
  - Sealand Road
  - Chester
  - CH1 4QR
- 8.2 If we have to contact you or give you notice in writing, we will do so by email or by sending correspondence to the address you provide to us in your request for SA.
- 8.3 A range of SA FAQs are available via [HD's website](#)

## **9. Events outside our control**

- 9.1 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 (**Event Outside Our Control**).
- 9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- 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
  - 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.

## **10. Other important terms**

- 10.1 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.
- 10.2 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 obligations. 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.
- 10.3 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.
- 10.4 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

This agreement has been entered into on the date of your first access to SA.

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