

End User Licence Agreement

Last updated: 14th February, 2023

This application (app) is available to people living in the UK (other international versions are coming soon).

This app must only be used by adults over the age of 16 years. If you are younger, then arrange for a suitable adult to operate the service on your behalf.

Please read this agreement 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 Care & Respond software, any connected software (including the software to download a health passport) 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:

App or Apps	Care & Respond and connected software, associated media and all the associated online or electronic documents and specifications (Documents).
Data Protection Legislation	UK General Data Protection Regulation and Data Protection Act 1998; and any successor legislation to them.
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.
User or Users	means any individual who registers an account on the App.
Data Subject	means an individual whose personal information is stored on the App (i.e. you).
Website	means https://www.scienap.com or any other website owned by Scienap referring to the use of the App (including https://careandrespond.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. The App 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: (<https://careandrespond.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 your 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@careandrespond.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 us – see Contact Us on our website.)
- 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 (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. Proprietary Rights and Grant and Scope of Licence

- 2.1. You acknowledge and agree that Scienap and/or its licensors own all intellectual property rights in the App and the Documentation (unless marked otherwise on specific forms). Except as expressly stated herein, this agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the App or the Documentation.
- 2.2. Scienap confirms that it has all the rights in relation to the App and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 2.3. 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 and Documentation on your Devices, subject to these terms, the Privacy Policy and any applicable Appstore conditions if applicable. We reserve all other rights.
- 2.4. You may only use this App for your personal use (or for someone else if you have their permission or legal rights to use it on their behalf) and strictly in accordance with the terms of this EULA.

3. Subscription Fees and Cancellation

- 3.1. Care & Respond and associated services are provided as Subscription services.
- 3.2. There are no Subscription fees for Beta versions used for testing.
- 3.3. There are no Subscription fees for services connected to UK ambulance services.
- 3.4. In general, there are no Subscription fees for any services connected to 3rd party services (e.g. a hospital) where the 3rd party is paying for the service.
- 3.5. Subscription fees may apply to some services, even if they are free initially (for example, during Beta testing).
- 3.6. We will always make it very clear when fees apply, and you will always have the option to opt-in, it will never be automatic.
- 3.7. You will be notified of cancellation terms along with the price for a particular service or item. In the absence of any other terms the following applies:
 - 3.7.1. you can cancel a paid for Subscription at any time;
 - 3.7.2. you will be refunded on a pro-rata basis for any service or time of service not used;
 - 3.7.3. there is a cancellation administration fee of £15 or the price of the Subscription, whichever is smaller.

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 or in competition 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;
- 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 £1,000.
- 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.

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 you stop using the App. Recognising that the App does not require regular use, we will periodically contact you by email to check that you still require your account, after any paid Subscription has ended. If you do not confirm with us after 30 days that you still require your account we will automatically terminate your licence and permanently delete your record.
- 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.you shall delete or destroy all Documentation and other items (and all copies of them) belonging to Scienap;
- 9.4.3.Scienap will destroy or otherwise dispose of any of your data stored in the App in its possession after 30 days.;
- 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.
- 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

- 10.1If 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 support@careandrespond.com
- 10.2If we have to contact you or give you notice in writing, we will do so by e-mail or via the App.

11. Events Outside our Control

- 11.1We 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

- 12.1You undertake to indemnify and hold Scienap harmless in respect of all costs, charges, damages or losses which you or Scienap 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 by you of these terms; and (c) your use and access of the App, by you or any person using your account and password.

13. Services

- 13.1. Scienap shall use commercially reasonable endeavours to make the App available 24 hours a day, seven days a week, except for:
 - 13.1.1. planned maintenance carried out during a maintenance window typically sometime between 10.00 pm to 2.00 am UK time; and
 - 13.1.2. unscheduled urgent maintenance.
- 13.2. You shall ensure that you have adequate safeguards and procedures in place to deal with all planned, unscheduled and unforeseen unavailability of the App.

14. Your Data

- 14.1. You shall own all right, title and interest in and the data you enter into the App, and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all

such data. You shall grant Scienap an exclusive, unlimited and irrevocable royalty free licence to use your data that is not personal data (this means we must remove any information that identifies you in the data before we or others use it for analysis).

- 14.2. In the event of any loss or damage to your data, your sole and exclusive remedy against Scienap shall be for Scienap to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of your data maintained by Scienap. Scienap shall not be responsible for any loss, destruction, alteration, or disclosure of your data caused by any third party.
- 14.3. In the event that it applies, both you and Scienap will comply with all applicable requirements of the Data Protection Legislation.
- 14.4. Scienap is the Data Controller for the purposes of Data Protection Legislation.
- 14.5. Clauses 14.3, 14.4 apply in addition to, and do not relieve, remove or replace, a party's obligations under Data Protection Legislation.

15. 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 cannot transfer your rights or obligations under this EULA to another person.
- 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 If any provision or part-provision of this agreement is deemed deleted under clause 13.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.6 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.
- 13.7 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.8 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.