

Feel Stress Free App - End User Licence Agreement

PLEASE READ CAREFULLY BEFORE DOWNLOADING, STREAMING OR USING THE APP.

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and Thrive Therapeutic Software Limited of 15 Warwick Road, Stratford-Upon-Avon, Warwickshire, CV37 6YW (**Licensor, us** or **we**) for:

- *Thrive: Feel Stress Free* application software, any ancillary software, the data supplied with the software, and the associated media (**App**); and
- online or electronic documents (**Documents**).

We license use of the App and Documents to you on the basis of this EULA and subject to any rules or policies applied, either by any appstore provider or operator from whose portal or online shop (**Appstore**), or from our website at <https://thrive.uk.com> (**Site**), the End-user downloaded the App (**Appstore Rules**). We do not sell the App or Documents to you. We remain the owners of the App and Documents at all times.

OPERATING SYSTEM REQUIREMENTS THIS APP REQUIRES A MOBILE TELEPHONE, HANDHELD OR OTHER COMPUTING DEVICE WITH INTERNET ACCESS AND A MINIMUM SPECIFICATION AS FOLLOWS:

Android device running Android 4.0 (Ice Cream Sandwich) or higher

Or

iPhone 4S or higher

iPad 2 or higher

running iOS 6.0 or higher

Or

PC or Mac running an up to date version of Firefox, Chrome, Edge or Safari

Minimum 1GB RAM Recommended 2GB

IMPORTANT NOTICE:

- BY DOWNLOADING, STREAMING OR USING THE APP AND CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU. THE TERMS OF THE LICENCE INCLUDE, IN PARTICULAR, THE PRIVACY POLICY DEFINED IN CLAUSE 1.5 AND LIMITATIONS ON LIABILITY IN CLAUSE 7.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE APP AND DOCUMENTS TO YOU AND YOU MUST STOP THE DOWNLOADING OR STREAMING PROCESS NOW BY CLICKING ON THE "CANCEL" BUTTON BELOW. IN THIS CASE THE DOWNLOADING OR STREAMING PROCESS WILL TERMINATE.

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

AGREED TERMS

1. ACKNOWLEDGEMENTS

1.1 The terms of this EULA (**Terms**) apply to the App or any of the services accessible through the App (**Services**), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms will apply, save to the extent there is any conflict between those terms and these Terms, in which case these Terms shall apply. 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 by sending you a message with details of the change or notifying you of a change when you next start or log into the App. Any new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App and/or Services. You will be told at that point from which date they become effective, so that you have an opportunity to cease using the App, should you find them unacceptable.

1.3 From time to time, updates to the App and/or these Terms may be issued through the Appstore or the Site. Depending upon the update, you may not be able to use the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

1.4 You will be assumed to have obtained permission from the owner(s) of the mobile

telephone, handheld or other computing devices that are controlled, but not owned, by you and described in clause 2.2.1 (**Devices**) and to download or stream a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with these Terms for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.5 The terms of our privacy policy from time to time, available at <http://www.thrive.uk.com/privacy-policy> (**Privacy Policy**) are incorporated into this EULA by reference. Additionally, by using the App or any Service, 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 or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 By using the App or any of the Services and by accepting the terms of this EULA where indicated below, you consent to us collecting and using the following information about you: 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.

1.7 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 the purchase and use of any products or services accessible through them.

1.8 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.

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 nontransferable, non-exclusive licence to use the App on the Devices, subject to these terms, the [Privacy Policy](#), the [Terms of Use](#) and the Appstore Rules, incorporated into this EULA by reference.

2.2 You may:

2.2.1 download or stream a copy of the App on to any number of mobile telephones or handheld or other computing devices and to view, use and display the App and the Documents on the Devices for your personal use and purposes only.

3. LICENCE RESTRICTIONS

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

3.1.1 not to copy the App or Documents 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;

3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;

3.1.3 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;

3.1.4 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:

(a) is used only for the purpose of achieving inter-operability of the App with another software program;

(b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(c) is not used to create any software that is substantially similar to the App;

3.1.5 to keep all copies of the App secure and to maintain accurate and up-to-date

records of the number and locations of all copies of the App;
3.1.6 to include our copyright notice on all entire and partial copies you make of the App on any medium;
3.1.7 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 us; and
3.1.8 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (**Technology**), (together **Licence Restrictions**).

4. ACCEPTABLE USE RESTRICTIONS

You must:

4.1.1 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;
4.1.2 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);
4.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
4.1.4 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
4.1.5 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service, (together **Acceptable Use Restrictions**).

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App, the Documents and the Technology 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, the Documents or the Technology 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 the App in source-code form.

6. LIMITED WARRANTY AND SUPPORT

6.1 Subject to clause 6.3, we warrant that:

6.1.1 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 Documents; and

6.1.2 the Documents correctly describe the operation of the App in all material respects, for a period of ninety (90) days from the date on which the App is downloaded or streamed to the Devices (**Warranty Period**).

6.2 If within the Warranty Period you notify us in writing of any defect or fault in the App as a result of which it fails to perform substantially in accordance with the Documents, we will use our reasonable endeavours to remedy any such defect or fault.

6.3 The warranty does not apply:

6.3.1 if the defect or fault in the App or any Service results from you having altered or modified the App;

6.3.2 if the defect or fault in the App results from you having used the App in breach of the terms of this EULA; or

6.3.3 if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.

6.4 This warranty is in addition to your legal rights in relation to software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

7. LIMITATION OF LIABILITY

7.1 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 Documents meet your requirements.

7.2 The content of Apps is intended to provide general information that you may use to

become more knowledgeable about managing your mental health; it is not a substitute for professional medical advice, diagnosis or treatment of a particular condition. We cannot make any guarantee to you that the use of any information available on the App will cure or remedy any particular ailment. Your use of any information we provide is entirely at your own risk.

7.3 We only supply the App and Documents for domestic and private use. You agree not to use the App 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.

7.4 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 clause 7.5, 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 either or both were contemplated by you and us at the time we granted you the EULA.

7.5 Subject to clause 7.6, we shall not be liable to you for any losses which you suffer as a result of your use of the App and in any event, our liability to you shall not in aggregate exceed the sum of £1000 (one thousand pounds).

7.6 Nothing in this EULA shall limit or exclude our liability for:

7.6.1 death or personal injury resulting from our negligence;

7.6.2 fraud or fraudulent misrepresentation;

7.6.3 data protection breaches resulting from our negligence; and

7.6.4 any other liability that cannot be excluded or limited by English law.

7.7 Subject to clause 7.6, in no event shall we be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the Services or with the delay or inability to use it whether based in contract, tort or otherwise, even if we have been advised of the possibility of damages. In particular we shall not be liable for:

7.7.1 loss of profits;

7.7.2 loss of business;

7.7.3 depletion of goodwill or similar losses;

7.7.4 loss of anticipated savings;

7.7.5 loss of goods;

7.7.6 loss of contract;

7.7.7 loss of use;

7.7.8 loss or corruption of data or information;

7.7.9 medical expenses; or

7.7.10 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8. TERMINATION

8.1 We may terminate this EULA immediately by written notice to you if you:

8.1.1 commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within fourteen (14) days after the service of written notice requiring you to do so; or

8.1.2 breach any of the Licence Restrictions or the Acceptable Use Restrictions.

8.2 On termination for any reason:

8.2.1 all rights granted to you under this EULA shall cease;

8.2.2 you must immediately cease all activities authorised by this EULA, including your use of any Services;

8.2.3 you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so; and

8.2.4 we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services.

9. COMMUNICATION BETWEEN US

9.1 If you wish to contact us in writing, or if any clause in this EULA requires you to give us notice in writing, you can send this to us by either prepaid post to Thrive Therapeutic Software Limited of 15 Warwick Road, Stratford-Upon-Avon, Warwickshire, CV37 6YW or by filling in the form at <http://www.thrive.uk.com/contact/>. We will confirm receipt of this by

contacting you in writing, normally by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by prepaid post to the address you provide to us in your request for the App.

10. EVENTS OUTSIDE OUR CONTROL

10.1 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**).

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

10.2.1 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;

10.2.2 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; and

10.2.3 if we are unable to remedy the situation within a reasonable period of time, we reserve the right to terminate this EULA and shall have no further obligation or liability to you, save where otherwise stated in these Terms.

11. OTHER IMPORTANT TERMS

11.1 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.

11.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

11.3 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 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.

11.4 Each of the clauses of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

11.5 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 in relation to any dispute arising under this EULA.

This agreement has been entered into on the date that you clicked on the “**Accept**” button.