

## End-User License Agreement for App Users (EULA)

### Important information and who we are

These are the terms of license that apply to any mobile application (and any update/upgrade to it) that we make available for download from the Apple App Store or the Google Play Store (App or Service).

The services we offer through the App are provided subject to our online Terms of Service. Use of your personal information submitted to or via the App is governed by our Privacy Policy.

The Service is provided by or on behalf of FLX Health LTD (we, us and our). We are a limited company, registered in England. Our registered company number is 12366748, and our registered office is at C4di At The Dock 31-38, Queen Street, Hull, England, HU1 1UU. Our VAT registration number is 209 2001 57.

By downloading, accessing and/or using the App, you confirm that you accept and agree to be bound by these terms and acknowledge that they constitute a legally binding contract between us and you. If you are downloading, accessing or using our Service in the course of your employment or acting as a representative of another body (such as a company, public authority or other entity) then you also accept these terms on your own behalf and that of your employer or the entity that you represent. You warrant and represent that you have the authority to act on behalf of and to bind the relevant legal entity. In these terms, references to “you” includes both you in your personal capacity and your employer or other entities which you represent.

If you do not agree with any of the terms of this EULA, our Privacy Policy or Terms of Service as they apply to you, you should not click accept to these terms and should refrain from using our Services. We reserve the right to amend these terms from time to time by notifying you (with the updated terms being displayed on-screen or with a link to the updated terms) when you next access the Services.

### Access to the Services

You should only access our Services if you are one of the following categories of user:

- a User (user), who has been referred by your employer, a charitable organisation or other healthcare professional to download and use the App as part of your self management or invited to use the App as part of your involvement in a clinical study or research project; or
- a Healthcare Professional User (HCP) who recommends that App to users in your capacity as a person responsible (healthcare professional) for the self management and recovery of users, and with the permission from those Users to monitor such activity and other medical data as they may submit to the App in order to inform their care pre-and-post treatment, or as a person administering a clinical study or research project involving consenting App users for medical and device research purposes.

If you are a User, you should only use this App if:

- your employer or healthcare professional has recommended you download and use the App as part of your self management and recovery process, or where you have been invited to use the App as part of your involvement in a clinical study or research project, or where you have been referred to App by a charitable organisation;

- you agree to download and use the App in accordance with these terms;
- you agree to provide your email address and telephone number to your employer or healthcare professional responsible for the administration of your self management, or responsible for the clinical study or research project in which you are participating, and agree that it can be shared with us to the extent necessary to provide you with the Services and as set out in our Privacy Policy; and
- you acknowledge that the App is intended for use only by persons who are at least 18 years of age. By using the App, you confirm to us that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the App

You own or control the device on which you access the App: The App may only be downloaded, accessed and used on a device owned or controlled by you and running the relevant operating system for which the App was designed, and you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to download the App you wish to download and to access and use the downloaded App.

You will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to download the App to that device. This would, for example, include your use of the App on devices provided by your employer or borrowed from friends or family. You accept responsibility, in accordance with these terms, for all access to, and use of, the App by you on any device, whether or not it is owned by you.

Access to the Services: Internet access is required to fully access our Services. You acknowledge that the service provider for the device to which you download, or on which you access or use the Services may charge for internet access (for example mobile data usage) on that device. You understand and agree that we are not responsible for disconnections, connection quality issues, service interruption or other issues which you may experience when using our Services as a result of any issue with your device's internet connectivity.

We may, from time to time, restrict access to certain features, functions or content of, or services accessible through, the downloaded App.

We cannot and do not guarantee the continuous, uninterrupted or error-free operability of the Services or that the Services will respond at a certain speed (since this depends on a number of factors outside our control).

Your provision of contact and account information to us: you must ensure that any registration details you provide are accurate, current and complete information about yourself. Where your circumstances change, you must promptly update your information to keep it accurate, current and complete. You must not provide any information that attempts to impersonate another individual, or that is untrue, inaccurate or incomplete.

If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) for accessing or using the Service, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use of which you become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms, our Terms of Service or our Privacy Policy or if any details you provide for the purposes of registering as a user prove to be false.

We may collect data you submit to the App: By using the App or accessing any of our other services, you agree to us collecting and using various information about you and the devices you access and use the Service on, to improve our products and to provide any services to you, in accordance with our Privacy Policy.

#### What you are allowed to do

In return for your agreeing to comply with these terms and subject to the following sections, you may retrieve and display content from the App on a computer or mobile device and store the App in electronic form incidentally in the normal course of use on your browser or mobile device.

Additional terms may also apply to certain features, parts or content of the Service and, where they apply, will be displayed on-screen or accessible via a link.

You may only use the Site and App for non-commercial use (unless expressly granted permission to do otherwise by us) and only in accordance with these terms. You may retrieve and display content from the Site and App on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form.

Additional terms may also apply to certain features, parts or content of the Site and App and, where they apply, will be displayed on-screen or accessible via a link.

#### What you are not allowed to do

Except to the extent expressly set out in these terms (or as otherwise agreed by us in writing), you are not allowed to:

- rent, lease, sub-licence, loan, provide, or otherwise make available the Services or any content made available through the Services, in whole or in part, to any person without prior written consent from us;
- republish, redistribute, disassemble, de-compile, reverse-engineer, re-transmit or create derivative works based on the whole or any part of the Services, nor attempt to do such things;
- transfer the Services to someone else, whether for money, for anything else or for free;
- copy or store the Services other than for your use as permitted by these terms and as may occur incidentally in the normal course of use of your browser or mobile device;
- store the Services on a server or other storage device connected to a network or create a database by systematically downloading and storing any data other than User Content from the Services;
- remove or change any content of the Services other than User Content or attempt to circumvent security or interfere with the proper working of the Services or any server on which it is hosted;
- submit material to the App which could be considered defamatory, offensive or otherwise objectionable;
- use the Services in a way that might damage our name or reputation or that of any of our affiliates including your employer;

- use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example by hacking into or inserting malicious code (such as viruses, or harmful data) into the App; or
- otherwise do anything that it is not expressly permitted by these terms.

If you sell any device on which the App is installed or on which the Services have been accessed you must remove the App from it and ensure any stored login credentials or other shared data, such as cookies relating to the Site, have been removed to prevent unauthorised access to the Services by third-parties.

We may terminate your rights to use the Services if you breach these terms: All rights granted to you under these terms will terminate immediately in the event that you are in breach of any of them. If we exercise our right to terminate your use of the Services for such reasons:

- your access to the Services will be wholly or partially suspended;
- you must stop all activities authorised by these terms, including your use of the Services;
  - if you are a user it is your responsibility to contact your healthcare professionals and employer and the administrators of any clinical studies or research projects you are participating in via the App or with whom you are connected through the App to inform them that you are no longer contactable through the App; and
  - if you are a HCP it is your responsibility to contact your users to inform them that you are no longer connected to them or receiving information from them through the App.

To do anything with the Services that is not expressly permitted by these terms, you will need a separate license from us. Please contact us, using the details set out in the “Contacting Us” section at the end of these terms.

#### Third-party platform providers & application stores

Certain third-party platform providers with whose devices and/or operating systems the Services have been designed to be compatible oblige us to include certain additional provisions in these terms. These are set out at the end of these terms under the section “Additional third-party terms”. These provisions come from the relevant third-party platform providers, not us.

Third-party application stores are operated by the relevant third-party platform providers and/or their affiliates. You must comply with all applicable terms of service, rules and policies applying to any third-party application store from which you download the App. We are not responsible for these stores or (with the exception of the Services) for anything provided by them and do not guarantee that they will be continuously available.

#### Intellectual property rights

We license, but do not sell, to you the Services. You acknowledge that we remain the owner of the Services at all times.

All intellectual property rights in the Services and in any content contained on the App and Site (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos), other than User Content (as defined below), are owned by us or our licensors. Except as expressly set out here, nothing in these terms gives you any rights in respect of any intellectual

property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing the Services or downloading any content from the App or Site.

The Services may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, Open Source Software). Please note that, to the extent that the Services incorporate any Open Source Software, that element only is licensed to you under the relevant license terms of the applicable third-party licensor (Open Source License Terms) and not under these terms, and you accept and agree to be bound by such Open Source License Terms. A copy of the source code for any Open Source Software contained in any of the Services and the relevant Open Source License Terms will be made available to you upon request.

#### Features & content accessed through the Services

We reserve the right to change the format and features of the Services from time to time. We may do this by making the updated App available for you to download or, where your device settings permit it, by automatic delivery of updates. You are not obliged to download the updated App, but we may cease to provide and/or update content to prior versions of the App and, depending on the nature of the update, in some circumstances you may not be able to continue using the App until you have downloaded the updated version.

Where we make content available through the Service, you acknowledge that such content may be updated at any time. We reserve the right to cease to provide and/or update content to the Service, with or without notice to you, if we need to do so for security, legal any other reasons.

We are not responsible for third-party content or other websites you link to: The Services may contain links to other independent websites which are not provided by us. We include these to provide you with access to information, products or services that you may find useful or interesting. Such independent sites are not under our control and we do not guarantee that they will be continuously available. We have not reviewed and are not responsible for the content of these sites or third-party materials or for anything provided by them, and the fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

If you visit external links and third-party content you must consult the privacy policy and terms and conditions of each such website or online application that you visit.

You may link to our Site, provided you do so in a way that is fair and does not damage our reputation or take advantage of it, and does not suggest any form of association, approval or endorsement on our part where none exists.

Whilst we try to make sure that content that we make available through the Services is based upon information that is correct and accurate, you acknowledge that we may make content available through the Services which is derived from a number of sources for which we are not responsible. In all cases, information made available by the Services is not intended to amount to authority or advice on which reliance should be placed.

Users should always consult their healthcare professional before using any such information to make any decisions about theirs, or anybody else's, health or healthcare.

#### Limitations to the Service

Under no circumstances should use of our Services be taken to create a new doctor-user relationship. While we aim to keep all information provided through our Services up-to-date, medical treatment and knowledge is ever-evolving and the information contained in the Services should not be considered error-free or comprehensive.

#### Limitations to the App for Users:

- The App is provided for general information purposes only related to self management and does not provide medical advice or diagnosis. Any information in the App is designed as educational material only and should not be taken as a recommendation for treatment of any particular person. We make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- You should never use the information found on our Site or in the App to replace a relationship with healthcare professionals or your employer and should not rely on that information as professional medical advice. You should always obtain the professional advice of your healthcare professional before taking, or refraining from, any action on the basis of information obtained from the App. In the case of a health emergency, seek immediate assistance from emergency medical professionals. Never delay in obtaining medical advice, or disregard the advice of a medical professional, because of something you have read, or not read, on our Site or App.
- Although we try to personalise your experience by referring to possible individual circumstances, this should by no means be used as a substitute for professional medical advice, diagnosis or treatment, and should not be relied on to make decisions about your health.
- We do not endorse, and are not responsible for, any self management advice provided through the App by your healthcare professional.
- Never ignore professional medical advice in seeking treatment because of something you have learned or seen using the App. As you continue to recover, you should continue to be in contact with your healthcare professional as instructed by them.
- The authors of any materials in the App have formulated the information available with a reasonable standard of accuracy but this information has not been developed to meet your specific individual requirements. Except as expressly set out in these terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content in the App and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the App or relying on any of its content.
- Where any part of the App is unavailable for any period of time you should continue to contact the healthcare professionals responsible for your care as usual and as necessary for your self management and recovery using other appropriate means. We accept no liability for your failure to do so. You should not rely on the App as your sole means of contact or engagement with any healthcare professional.

#### Limitations to the Services for HCPs:

- If you are a HCP, you should continue to engage with any of your users who use the App as usual in accordance with good medical practice and should not solely rely on the information they submit to the App in order to discharge your responsibility for their care.
- In particular, you must not rely on the App as your sole means of contact with your users. Where any part of the App is unavailable for any period of time you should continue to contact your users and administer their care as usual by other appropriate means in accordance with good medical practice. We accept no liability for your failure to do so. You must not rely on our Services as your sole means of contact or engagement with any of your users.
- We are not responsible for any actions, decisions or recommendations of you or other medical professionals. We are not a registry, and as such, we do not review, and are not required to review, the data submitted or received through the App, you, other medical professionals or any user of the Services. We are not responsible for highlighting or rectifying any anomalies, inaccuracies, errors or issues with the data that you submit or any advice you may provide to a user by reference to that data. To the extent permitted by law, we exclude all liability for any losses incurred in association with the actions, decisions and recommendations made by you or other medical professionals associated with the care that you are providing to the user (in each case, whether arising as a direct loss, indirect loss or otherwise).

#### User content

The Service may, from time to time, allow you to submit user-generated content and information (User Content). You agree that you are solely responsible for all User Content including all information, data or other materials that you upload or submit to the App or Site.

If you are a User, you agree that any User Content that you choose to submit or create via the App may be shared with HCPs in your healthcare team, in accordance with our Privacy Policy. HCPs may wish to share User Content that you submit with other individuals involved in your treatment in order to progress your recovery, or as part of any research projects or clinical studies where you have agreed to be a subject. By submitting such User Content to the App, you grant us and those HCPs permission to share your User Content in this way in accordance with our Privacy Policy. Please see our Privacy Policy for more information on how we use your data.

If you are a HCP, you agree that any User Content that you choose to submit or create via the Services may be shared with the Users to whom such content relates and with other members of an individual User's healthcare or research study team to whom you and/or the User have granted access permissions.

We accept no liability for the accuracy, integrity or quality of any User Content.

By uploading or submitting User Content, you represent and warrant that:

- you own or control all rights and interests in such User Content;
- you have the right to grant us a licence to use such User Content in accordance with this agreement; and
- all User Content you submit, to the best of your knowledge:
  - is accurate and up-to-date;

- is not false, accurate or misleading;
- does not violate these terms or any laws; and
- does not conflict with the rights of any third-parties.

User Content submitted by you must not:

- contain, transmit, distribute, link to or otherwise make available, or advertise or promote any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person; is defamatory or in breach of any contractual duty or any obligation of confidence; is obscene; sexually explicit; threatening; abusive; harassing; inciteful of violence or hatred; discriminatory (on any ground); liable to cause anxiety, offense, alarm or embarrassment, knowingly false or misleading; or that does not comply with all applicable laws and regulations or is otherwise objectionable (Prohibited Content);
- impersonate any person or entity or otherwise misrepresent your relationship with any person or entity;
- contain, transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam); or
- transmit or distribute any virus and/or other code that has contaminating or destructive elements.

Your grant of License to Us in respect of all User Content:

By uploading or submitting User Content to the Service, you grant us a worldwide, perpetual, non-exclusive and royalty-free license (with the right to sub-license) to use, reproduce, adapt, publish and re-distribute such User Content in whole or in part without compensation to you (in accordance with our Privacy Policy). We may, in our sole discretion, choose to attribute such User Content to you.

Our liability to you

Other terms may apply: Where you obtain products or services from us, the supply of such products is subject to our standard terms of use and may also be subject to other terms of sale as notified to you, which may contain different limitations and exclusions of liability and which supersede the terms set out below, insofar as any liability arising out of the supply of such products is concerned.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so:

Nothing in these terms shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence or the negligence of our employees;
- for fraud or fraudulent misrepresentation or misrepresentation as to a fundamental matter;
- for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
- for any other liability that, by law, may not be limited or excluded.

Financial limitation: Except for in respect of the matters listed in the paragraph above setting out where we do not limit or exclude our liability to you, our maximum aggregate liability in contract, tort (including our negligence or breach of statutory duty) or otherwise for any breach of these

terms (or series of related events of default) shall not exceed the greater of either: (i) 100% of the total fees paid or payable by you to access any of the Services in the preceding twelve months; or (ii) £100.

We are responsible to you for foreseeable loss and damage caused by us. Subject to the financial limitation above, if we fail to comply with these terms, we are responsible for reasonable loss or damage you suffer that is foreseeable as a result of any negligent act or omission which breaches these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is “foreseeable” if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

Where we are liable for damage to your property: Subject to the financial limitation above, if defective digital content that we have supplied damages a device or digital content belonging to you, and such damage is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place any minimum system requirements advised by us.

We are not responsible for events outside of our control: We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. If our provision or support for the App is delayed by an event outside of our control then we will contact you by email as soon as possible to let you know that we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by such event.

No agency: No agency, partnership, joint venture, employment relationship or franchise relationship is intended or create between you and use as a result of your use of the Services or by you entering into any agreement with us to buy our products or services.

We are not responsible for business losses suffered by consumers: The App is made available to Users exclusively for domestic, private and personal use to support their recovery journey. You agree not to use the App or our Site for any commercial, business or resale purposes and, where you do, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

We are not liable for self management advice you receive: We are not affiliated to, nor are we an agent of your employer or healthcare professional and are not liable for any advice given to you by your healthcare professional, or other medical advisers or third-parties delivered through the App or otherwise.

#### General

How you should contact us: All notices given by you to us must be given in writing to the address set out at the end of these terms. We may give notice to you at either the email or postal address you provide to us.

Even if we delay in enforcing this contract, we can still enforce it later: If we fail to enforce any of our rights, that does not result in a waiver of that right. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breach of this contract, this will not mean that you do not have to do those things and it will not prevent us taking action against you at a later date.

If a court finds part of this agreement illegal, the rest will continue in force: If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.

You may not vary these terms: These terms may not be varied except with our express written consent.

This is the entire agreement between us: These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract. We are required by law to advise you that contracts may be concluded in the English language only and that no public filing requirements apply.

We may transfer this agreement to someone else: We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing by email if this happens and we will ensure that the transfer does not affect your rights under this agreement.

You may not transfer your rights to someone else: We are giving you personally the right to use the App as set out in these terms. You may not transfer your rights or obligations under these terms to another person without our prior written agreement. You agree that if you sell any device on which the App is installed, you must remove the App from it.

No rights for third-parties: You may not share the Services with any other person and this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

Which laws apply to this agreement and where you may bring legal proceedings: These terms shall be governed by English law, except that if you live in a jurisdiction which provides you with inalienable rights as a matter of mandatory local law, there may be certain mandatory applicable laws of your jurisdiction which apply for your benefit and protection in addition to or instead of certain provisions of English law.

You agree that any dispute between you and us regarding these terms or any Contract will only be dealt with by the English courts, except that if you live in a jurisdiction which provides you with inalienable rights as a matter of mandatory local law, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your jurisdiction.

The European Online Dispute Resolution platform provides information about alternative dispute resolution which may be of interest, although this may not be applicable to these terms should the United Kingdom leave the European Union.

#### Contacting us

Please submit any questions you have about these terms or an order you have placed or ordering in general, or any complaint or concern in relation to any Service ordered by email to [support@FLX.com](mailto:support@FLX.com) or write to us at: C4di At The Dock 31-38, Queen Street, Hull, England, HU1 1UU.

#### Additional terms from third-party platform providers

If you download, access or use the App on Apple's iOS operating system:

- the App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system, and only in accordance with Apple's usage rules published in its App Store terms of service;

- you acknowledge and agree that: and
  - Apple has no obligation at all to provide any support or maintenance services in relation to the App. If you have any maintenance or support questions in relation to the App, please contact us, not Apple, using the Contacting us details in these terms;
  - except as otherwise expressly set out in these terms, any claims relating to the possession or use of the App are between you and us (and not between you, or anyone else, and Apple);
  - in the event of any claim by a third-party that your possession or use (in accordance with these terms) of the App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
  - although these terms are entered into between you and us (and not Apple), Apple, as a third-party beneficiary under these terms, will have the right to enforce these terms against you.
  
- you further represent and warrant that:
  - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a “terrorist supporting” country;
  - you are not listed on any United States Government list of prohibited or restricted parties; and
  - if the App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the App or as a result of you or anyone else using the App or relying on any of its content.

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