

SENSELY MOBILE APP TERMS OF USE

This mobile application ("App") is owned by Sense.ly Inc, a Delaware corporation with its principal place of business at 229 Kearny Street, San Francisco, CA 94108.

We grant you a non-transferable, non-exclusive licence to use this App on your mobile device, subject to these terms and our privacy policy. We reserve all other rights.

You may download a copy of the App onto your Apple or Android mobile device (from the relevant appstore), and you may only view, use and display the App on your mobile device for your personal purposes only.

Use of this App is subject to these terms of use. If you do not accept these terms of use, you are not authorized to use or continue using this App and you should delete or uninstall this App from your mobile device. Notwithstanding any other provision of these terms of use, we will not be liable for any loss or damage arising out of or in connection with any use of the App which is inconsistent with these terms of use.

By accepting these terms and using this App you confirm that you are aged over 18.

We may amend these terms of use at any time and will display any updated version on this App. You will be required to read and accept the changes to continue to use this App.

This App provides a technology platform connecting doctors and patients. We do not offer any professional medical advice, diagnosis or treatment.

If you have any comments or questions concerning these terms of use, please contact us by email at nhs@sensely.com.

Intellectual property

We own or are licensed to use all intellectual property rights in and to this App, its content and all technical infrastructure relating to it. Material or information contained in this App may not be copied, reproduced or redistributed in whole or in part without our prior written consent. In particular it must not be reproduced or exploited for commercial gain. We reserve all other rights in this App and its content.

Use of the App

In accessing any part of this App, you agree:

- not to use this App in such a way that disrupts, interferes with or restricts the use of this App and/or use of the App by other users;
- not to upload, display or transmit any information and/or materials through this App which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world;
- not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of this App or create derivative works of this App of any kind or attempt to transmit to or via this App any information that contains a virus, worm, Trojan horse or other harmful or disruptive component; and
- not to change, modify, delete, interfere with or misuse data contained on this App and entered by or relating to any third party user of this App.

Use of Medical Devices

This App provides you with the opportunity to take part in assessments which require you to use certain medical devices ("Medical Devices"). If you use Medical Devices, you agree:

- to use any Medical Devices strictly in accordance with any instructions provided on this App;
- not to use Medical Devices if you are unsure how to operate them;
- not to use Medical Devices in a way which may damage and/or make Medical Devices inoperable;
- not to vandalise, tamper and/or interfere with Medical Devices; and

- not to remove or attempt to remove Medical Devices from the location in which they are situated or allocated to, unless in the event of a medical emergency.

No reliance on Information

The assessments, symptom checker, results and content provided on this App are provided as general information only and we cannot guarantee the accuracy of such assessments, results and/or any other content.

Assessments, symptom checker, results and/or any other content is not intended to amount to advice or medical diagnosis and you must obtain professional advice (i.e. from your GP) before taking any action on the basis of information provided to you on this App.

Information that you provide

Any information that you provide whilst accessing and using this App must be true, complete and, to the best of your knowledge, accurate and you must not impersonate another person or misrepresent your identity.

If you supply us with personal details through this App, you consent to us collecting, using, sharing and storing such personal data in accordance with our privacy policy available at www.sensely.co.uk.

Limitations of liability

Nothing in these terms includes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by English Law.

Although every reasonable effort has been made to ensure that the information on this App is accurate, this App and any information or other material contained in it are made available strictly on the basis that you accept it on an 'as is' basis. Where you rely on any information or other material contained in this App, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this App are excluded to the fullest extent permitted by law.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, this App; or
- use of or reliance on any content displayed on this App.

This App is provided for private use only and you agree not to use this App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Owing to the nature of communications systems, we cannot guarantee that this App will always be available to you. From time to time, updates to the App may be issued through the appstore. Depending on the update, you may not be able to use the App until you have downloaded or streamed the latest version of the App and accepted any new terms. We exclude all liability whatever, to the fullest extent permitted by law, in respect of any loss or damage arising out of or in connection with any non-availability of this App.

Governing Law

This App has been designed and these terms of use shall be governed by and construed in accordance with English law. Any dispute arising out of the accessing or use of this App shall be subject to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland, you may bring proceedings in Northern Ireland or if you are a resident in Scotland you may bring proceedings in Scotland.