



## Salve Technologies End User Licence Agreement

**Last Updated: 22 February 2024**

Welcome, and thank you for your interest in Salve Technologies Limited (“**Salve**,” “**we**,” or “**us**”) and our online service for mobile health management available through our mobile application and web portal (“**Service**”). This End User Licence Agreement is a legally binding contract between you and Salve regarding your use of the Service.

### **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

**By clicking “I Accept,” or by downloading, installing, or otherwise accessing or using the Service,** you agree that you have read and understood the following Terms and Conditions. In order to use the Service, you agree to these Terms and Conditions which include, for users outside the European Union, Salve’s Privacy Policy (together, these “**Terms**”). If you are not able to or do not agree to the Terms, then you should not use the Service. Your use of the Service, creates an agreement between Salve and you for these Terms to apply to you. If you do not agree to the Terms, please do not download or access the Service.

- 1. Salve Service Overview.** The Service permits you to report personal information and health-related information, to assist you and your healthcare provider or clinic (“**Provider**”) to manage your treatment and engagement.
- 2. Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations.
- 3. Accounts and Registration.** To access the Service, you must register for an account. When you register for an account, you will be required to provide us with some information about yourself, such as your name, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up to date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at [hello@salveapp.co.uk](mailto:hello@salveapp.co.uk).
- 4. Licences**

- 4.1 Limited Licence.** As long as you continue to comply with these Terms, Salve grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to: (a) install and use one copy of any application associated with the Service which you have obtained from either the Apple App Store, the Google Play store on a device that you own or control in addition to any access you may have to the web service offered by Salve; and (b) access and use the Service.
- 4.2 Licence Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; (c) rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify any mobile or web application associated with the Service; (d) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Service nor attempt to do any such thing; or (e) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.
- 4.3 Licence Revocation.** Salve is entitled to revoke the licence at the end of the Terms or if you violate any provisions of these Terms as per Section 12.2 of these Terms.
- 4.4 Feedback.** We welcome your input and suggestions on problems with the Service or any changes or improvements we make to the Service (“**Feedback**”). In order to do this, you grant Salve a perpetual, non-exclusive, fully paid, royalty-free right to use the Feedback to improve the Service and create other products and services and for other purposes we may choose.
- 5. Ownership; Proprietary Rights.** The Service is owned and operated by Salve. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“**Materials**”) provided by Salve are protected by intellectual property and other laws. All Materials included in the Service are the property of Salve or its third-party licensors. Except as expressly authorised by Salve, you may not make use of the Materials. Salve reserves all rights to the Materials not granted expressly in these Terms.
- 6. Third Party Terms**
- 6.1 Third Party Services and Linked Websites.** Salve may provide tools through the Service that enable you to export information, including User Content, to third party services. By using one of these tools, you agree that Salve may transfer that information to the applicable third-party service for the purpose of providing use of these tools. The Service may also contain links to third party websites. Linked

websites are not under Salve's control, and Salve is not responsible for their content.

**6.2 Third Party Software.** The Service may include or incorporate third party software components that are generally available free of charge under licences granting recipients broad rights to copy, modify, and distribute those components ("**Third Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licences or to limit your use of Third Party Components under those third party licences.

## 7. User Content

**7.1 User Content Generally.** Certain features of the Service may permit users to upload content to the Service, including messages, reviews, photos, video, images, folders, data, text, and other types of works ("**User Content**") and to publish User Content on the Service. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service.

**7.2 Limited Licence Grant to Your Provider.** By providing User Content to or via the Service to your Provider, you grant such Provider a non-exclusive licence to access and use that User Content as permitted by these Terms and the functionality of the Service.

**7.3 User Content Representations and Warranties.** Salve will not be liable for any User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

a. you are the creator and owner of the User Content, or have the necessary licences, rights, consents, and permissions to authorise Salve and users of the Service to use and distribute your User Content as necessary to exercise the licences granted by you in this Section, in the manner determined by Salve, the Service, and these Terms;

b. your User Content, and the use of your User Content as described by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Salve to violate any law or regulation; and

c. your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

**7.4 User Content Disclaimer.** We may edit or control User Content that you or other users post or publish but are not required to do this. We will not be in any way responsible or liable for User Content that may be posted. We may, however, at any time, screen, remove, edit, or block any User Content that we think violates these Terms or is inappropriate. You understand that when using the Service you may see User Content from a variety of sources and you acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive any legal or equitable right or remedy you have or may have against Salve with respect to User Content. Salve does not permit any activities on the Service that may infringe another party's copyright.

**7.5 Monitoring Content.** Salve does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Salve reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Salve chooses to monitor the content, Salve still assumes no responsibility or liability for content, or any loss or damage incurred as a result of the use of content.

## **8. Communications.**

**8.1 Text Messaging.** Salve and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. Salve will only send these messages for operational purposes such as verifying your identity during the registration process or in relation to forgotten passwords. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier.

**9.1 Push Notifications.** When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.

## **10. Prohibited Conduct.**

**10.1** By using the service, you agree not to:

a. use the Service for any illegal purpose or in violation of any local, national, or international law;

b. harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;

c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

d. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

e. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

f. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;

g. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 5) or any right or ability to view, access, or use any Materials; or

h. attempt to do any of the acts described in this Section 10 or assist or permit any person in engaging in any of the acts described in this Section 10.

**11. Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time upon 30 days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will require that you accept the modified Terms to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 11, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

**12. Term, Termination and Modification of the Service**

- 12.1 Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 12.2.
- 12.2 Termination.** If you commit a material or persistent breach of any provision of these Terms, Salve shall have the right to terminate these Terms immediately by written notice to you. In addition, Salve may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by going to Menu > Preferences > Delete Account in the mobile app and submit a deletion request. Salve will then permanently delete your account and all data related to this account on the 30th day after this request.
- 12.3 Effect of Termination.** Upon termination of these Terms: (a) your licence rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service;
- 12.4 Modification of the Service.** To the extent permitted by applicable law, Salve reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain non-material features of the Service), temporarily or permanently, without notice to you. Salve will have no liability for any such change to the Service or any suspension or termination of your access to or use of the Service.
- 13. Indemnity.** You are responsible for your use of the Service, and you will defend and indemnify Salve and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Salve Entities”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defence of those claims.

#### **14. Limited Warranty**

- 14.1** Salve warrants that the Service 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 for a period of 90 days from the date of your installation of the Service (Warranty Period).

- 14.2** If, within the Warranty Period, you notify us in writing of any defect or fault in the Service as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the affected part of the Service, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 14.3** The warranty does not apply if the defect or fault in the Service results from you having used the Service in breach of these Terms,
- 14.4** These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Service. Except as expressly stated in these Terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Service which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **15. Limitation of Liability**

- 15.1** You acknowledge that the Service has not been developed to meet your individual requirements, including any cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Service as described in the Materials meet your requirements.
- 15.2** We only supply the Software and Documents for your personal use, and you agree not to use the Software or Documents for any re-sale purposes.
- 15.3** We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Service for: indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, business opportunity, reputation and/or goodwill, income, sales, business or revenues, business interruption, anticipated savings, data, wasted management, expenditure or office time or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the service or any materials or content on the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not any salve entity has been informed of the possibility of damage.
- 15.4** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. In the UK and the EU, this includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; or for our

obligation to perform the Service with reasonable care and skill or failure to perform the Service in accordance with information provided about us or the Service.

- 15.5** Other than the losses set out in Section 15.3 (for which we are not liable), the maximum liability of Salve with respect to all claims arising out of or relating to the use of or any inability to use any portion of the Service or otherwise under these Terms, whether in contract, tort (including negligence), or otherwise, is limited to the lesser of: (a) the amount you have paid to Salve for access to and use of the Service in the 12 months prior to the event or circumstance giving rise to the claim; or (b) £100. This cap does not apply to Section 15.4.
- 15.6** Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these Terms. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms. The limitations in this Section 15 will apply even if any limited remedy fails of its essential purpose.

## **16. Dispute Resolution and Arbitration**

- 16.1** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not satisfied with the outcome, you can still bring legal proceedings.
- 16.2** If there is a dispute about these Terms, including any question in relation to its existence, validity, or termination, you and Salve should first try to settle the dispute by mediation following the rules of the London Court of International Arbitration (LCIA) (the “Rules”). These Rules are incorporated into the Terms.
- 16.3** If the dispute is not settled by mediation within 60 days of the start of the mediation, or any other timeframe that you might agree with Salve in writing, the dispute will be referred to and finally resolved by arbitration under the LCIA Rules.
- 16.4** The language to be used in the mediation and in the arbitration will be English and the governing law of the Terms shall be the substantive law of England and Wales.
- 16.5** In any arbitration that takes place under this clause:
- a. the number of arbitrators should be one; and
  - b. the seat, or legal place, of the arbitration will be London, United Kingdom.



## 17. Miscellaneous

- 17.1 General Terms.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Salve regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. If we don't enforce any part of these Terms, this does not prevent us enforcing them at a later date and is not a waiver of any breach or of any provision of these Terms. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Nothing in this Agreement will affect your statutory rights as a consumer. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is found to be invalid or unenforceable, the remaining parts will remain in full force and effect and any part that is not enforceable will be deemed to have been removed.
- 17.2 Governing Law and Jurisdiction.** This Agreement is governed by the laws of England and Wales. The courts of England and Wales will have non-exclusive jurisdiction for resolution of any lawsuit or court proceeding permitted under this Agreement, which means that as a consumer you may only bring any lawsuit or court proceedings against us in a court in your country of residence or the courts of England and Wales. If Salve wishes to enforce any of its rights against you, we may do so only in the courts of your country of residence.
- 17.3 Third Party Rights.** This Agreement is between You and us. Except where otherwise provided for in this Agreement or in a Commercial Agreement, no other person shall have any rights to enforce any of its terms, whether under the UK Contract (Rights of Third Parties Act) 1999 or otherwise.
- 17.4 Data Policy.** Please read the [Salve Data Policy](#) carefully for information relating to our collection, use, storage, disclosure of your personal information.
- 17.5 Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 17.6 Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal

communication requirements, including that those communications be in writing.

- 17.7 Contact Information.** The Service is offered by Salve Technologies Limited, located at John Webster House 6 Lawrence Drive, Nottingham Business Park, Nottingham, NG8 6PZ, United Kingdom. If you have a question or a complaint, you may contact us by sending correspondence to that address or by emailing us at [hello@salveapp.co.uk](mailto:hello@salveapp.co.uk).
- 17.8 No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.