

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE openPASS APP

The following terms and conditions (“**Terms**”) incorporating an end-user licence agreement (“**EULA**”) (the EULA and Terms collectively referred to as the “**Conditions**”) is a legal agreement entered into between (1) everyLIFE Technologies Limited incorporated in England & Wales under company number 09233570, whose registered office is situated at 11th Floor Two Snowhill, Birmingham, West Midlands B4 6WR and whose trading address is situated at Second Floor, St Stephen’s House, Dogflud Way, Farnham, Surrey GU9 7UD.(“**everyLIFE**”, “**us**” or “**we**”) and (2) you (“**End-user**” or “**you**”) for the openPASS mobile application software (the “**App**”).

By downloading or otherwise accessing the App you agree to be bound by these Conditions together with the terms and conditions contained in everyLIFE’s Privacy Policy and Cookies Policy www.everylifetechnologies.com/terms-and-conditions. If you have any queries about the App or these Conditions, you can contact everyLIFE pursuant to condition 10. If you do not agree with these Conditions, you should stop using the App immediately.

Pursuant to these Conditions, everyLIFE licenses the use of the App to you on the basis of these Conditions and subject to any rules or policies applied by the operator from whose website, the End-user downloaded the App. everyLIFE is not selling the App to you and everyLIFE remains the owner of the App at all times.

OPERATING SYSTEM REQUIREMENTS: This App requires either an iOS or Android supported device with internet access (the “**Supported Devices**”). Not all iOS or Android operating systems are supported. This App requires an Apple iOS or Android device with a minimum of 512Mb of memory. Internet access is required for the correct functioning of the App.

IMPORTANT NOTICE:

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

You should print a copy of these Conditions for your future reference.

AGREED TERMS

1. Acknowledgements

1.1 These Conditions apply to the App or any of the services accessible through the App (the “**Services**”), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms 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 the EULA.

1.2 We may change these Conditions at any time by sending you an email or SMS with details of the change or notifying you of a change when you next start the App or log onto one of the websites referred to in condition 1.6. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.

1.3 From time to time updates to the App may be issued. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.

1.4 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 and described in condition 3.2 (the “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 the terms of these Conditions 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 www.everylifetechnologies.com/terms-and-conditions are incorporated into these Conditions by reference and apply to those Services that are not specified in condition 1.6 as having separate privacy policies. 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 third parties, even if there is a special notice that a particular transmission is encrypted.

1.6 The following Services will be governed by the following terms of use and subject to the following privacy policies, incorporated into these Conditions by reference and set out at the following web addresses respectively:

Service	Web address of Terms of Use	Web Address of Privacy Policy
openPASS	www.everylifetechnologies.com/terms-and-conditions	www.everylifetechnologies.com/terms-and-conditions

1.7 By using the App or any of the Services, you consent to us and any third party partners collecting and using 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.

1.8 Certain Services will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve the services. You may withdraw this consent at any time by turning off the location services settings on the App.

1.9 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.

1.10 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. Subscription Options

2.1 Subject to these Conditions, the End User you may download this App and register (sign up) to use the App for instant access to a customer's care notes within the customer's home without charge for a fixed period of 30 (thirty) minutes per session. (a "Session"). Whilst remaining in the customer's home, an End User is entitled to access a customer's care notes across multiple Sessions.

2.2. Subject to these Conditions, the End User you may download this App and request to use the App for access to a customer's care notes anytime, anywhere. Your request will be received and processed by the care service responsible for the customer's care, who will be responsible for obtaining consent from the customer or person with legal authority to make decisions on their behalf before granting your access to the customer's care notes.

3. Grant and scope of licence

3.1 In consideration of you agreeing to abide by these Conditions, [company name] grants you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these Conditions and the Privacy Policy incorporated into these Conditions by reference. We reserve all other rights.

3.2 You may download a copy of the App onto any Supported Devices and to view, use and display the App on the Supported Devices for your personal purposes only.

4. Licence Restrictions

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

- (a) not to copy the App;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- (c) 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;
- (d) 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:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
- (e) 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 of everyLIFE; and
- (f) 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 (the "Technology"), (together the **Licence Restrictions**).

5. Acceptable use restrictions

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Conditions, 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;

(b) 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 these Conditions);

(c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

(d) 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

(e) 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 the “**Acceptable Use Restrictions**”).

6. Intellectual property rights

6.1 You acknowledge that all intellectual property rights in the App 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 or the Technology other than the right to use each of them in accordance with these Conditions.

6.2 You acknowledge that you have no right to have access to the App in source-code form.

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 meet your requirements.

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

7.3 We reserve the right to suspend or cease providing any services relating to the App with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if we choose to do so.

7.4 Use of the App is at your own risk. The App is provided on an “as is” basis. To the maximum extent permitted by law:

(a) everyLIFE disclaims all liability whatsoever, whether arising in contract, tort (including negligence) or otherwise in relation to the App; and

(b) all implied warranties, terms and conditions relating to the App (whether implied by statute, common law or otherwise), including (without limitation) any warranty, term or condition as to accuracy, completeness, satisfactory quality, performance, fitness for purpose or any special purpose, availability, non infringement, information accuracy, interoperability, quiet enjoyment and title are, as between future and you, hereby excluded. In particular, but without prejudice to the foregoing, we accept no responsibility for any technical failure of the internet and/or the App; or any damage or injury to End-users or their equipment as a result of or relating to their use of the App. Your statutory rights are not affected.

7.5 everyLIFE shall not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any:

(a) economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or

(b) loss of goodwill or reputation;

(c) special or indirect or consequential loss.

7.6 Our maximum aggregate liability under or in connection with these Conditions (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to an aggregate of an annual Subscription Fee. This does not apply to the types of loss set out in condition 8.7.

7.7 Nothing in these Conditions shall limit or exclude our liability for:

(a) death or personal injury resulting from our negligence;

(b) fraud or fraudulent misrepresentation; and

(c) any other liability that cannot be excluded or limited by English law.

8. Termination

8.1 We may terminate these Conditions immediately by written notice to you:

(a) if you commit a material or persistent breach of these Conditions which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and/or

(b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.

8.2 On termination for any reason:

(a) all rights granted to you under these Conditions shall cease;

(b) you must immediately cease all activities authorised by these Conditions, including your use of any Services;

(c) you must immediately delete or remove the App from all Devices;

(d) 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 The Parties

9.1 If you wish to contact us in writing, or if any condition in these Conditions, requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to everyLIFE Technologies Limited at Second Floor, St Stephen's House, Dogflud Way, Farnham, Surrey GU9 7UD and customerservice@everylifetechnologies.com

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid 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 these Conditions that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (a “**Force Majeure Event**”).

10.2 If a Force Majeure Event takes place that affects the performance of our obligations under these Conditions:

(a) our obligations under these Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Force Majeure Event; and

(b) we will use our reasonable endeavours to find a solution by which our obligations under these Conditions may be performed despite the Force Majeure Event.

11. General terms

11.1 We may transfer, assign or novate our rights and obligations under these Conditions to another organisation, but this will not affect your rights or our obligations under these Conditions.

11.2 You may only transfer your rights or obligations under these Conditions to a third party if we agree in writing.

11.3 If we fail to insist that you perform any of your obligations under these Conditions, 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 term of these Conditions 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.

11.5 Please note that these Conditions, their subject matter and their formation, are governed by English law. You hereby agree that the courts of England will have exclusive jurisdiction.