

# Reset Health Mobile Application End-user Terms and Conditions ("Terms")

## PLEASE READ THESE TERMS CAREFULLY

BY TICKING "I CONSENT TO RESET HEALTH CLINICS LIMITED TERMS & CONDITIONS", DURING THE ACCOUNT REGISTRATION PROCESS IN THE MOBILE APP, YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT TICK "I CONSENT TO RESET HEALTH CLINICS LIMITED TERMS & CONDITIONS", DURING THE ACCOUNT REGISTRATION PROCESS IN THE MOBILE APP.

## Who we are and what this agreement does

The Reset Health App is operated by Reset Health Clinics Limited (hereafter "Reset Health"). We are a private limited company registered in England under company number 12111885 and have our registered office at 860-862 Garratt Lane, London, England, SW17 0NB. Our main trading address is 83 Baker Street, London, W1U 6AG.

Reset Health provides medically supervised Membership Programmes for people who have or are at higher risk of metabolic syndrome, and those with established complications of obesity, including T2DM.

These Terms describe the basis upon which you may use the App. If you are a member of our Membership Programme, please also read the "Membership Programme Terms" which will apply to your membership. The following outlines the terms and when they apply to you:

- The Reset Health **App Terms and Conditions** contained within this document apply to you where you register for an account and use the App;
- The Reset Health [Membership Programme Terms](#) is an additional contractual agreement that only applies to you once you attend a clinical consultation, and enrol onto our Membership Programme; and
- The Reset Health [Privacy Policy](#) sets out how Reset Health will process your personal data both when you use our App, and when you subscribe to the Reset Health Membership Programme.

## Licence to Reset Health App

Subject to these Terms, we license you to use the Reset Health mobile application software and the data supplied with the software, (**App**) and any updates or supplements to it. You will be entitled to make use of the services made available through the App (**Services**), although certain Services may only be available to users who are also part of our Membership Programme e.g. appointments with our medical team.

## Your privacy

We only use any personal data we collect through your use of the App in the ways set out in our Privacy Policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## App Store terms also apply

The ways in which you can use the App may also be controlled by the rules and policies of the relevant App Store, such as Apple's [rules and policies](#) Google Play's rules and policies.

## Support for the App and how to tell us about problems

- **Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at [enquiries@resethealth.clinic](mailto:enquiries@resethealth.clinic).
- **How we will communicate with you.** If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

### **How you may use the App, including how many devices you may use it on**

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto a mobile or handheld device and view, use and display the App and the Services on such devices for your personal purposes only. In addition you may share the App and the Services in accordance with the rules set out by the applicable App store;
- provided you comply with the licence restrictions make up to two copies of the App for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

### **You must be 18 to accept these terms and use the app**

You must be 18 or over to accept these terms and use the App.

### **You may not transfer the App to someone else**

We are giving you personally the right to use the App and (if applicable) the Membership Programme as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the benefits of the Membership Programme to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [enquiries@resethhealth.clinic](mailto:enquiries@resethhealth.clinic).

### **Changes to these terms**

We may need to change these terms to reflect changes to our services, our users' needs and our business priorities or as may be required by law or best practice.

We will give you at least 30 days' notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes, depending on the nature of the change you may be permitted to continue to use the App in accordance with the existing terms but certain new features may not be available to you or we may notify you that you will not be permitted to continue to use the App.

### **Update to the App**

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

The App will always match the description of it provided to you when you bought it.

### **If someone else owns the phone or device you are using**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **We may collect technical data about your device**

By using the App or the Membership Programme, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide the Membership Programme and any other services to you.

### **We may collect location data (but you can turn location services off)**

This App may make use of location data sent from your 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 location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on your device.

#### **We are not responsible for other websites you link to**

The App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

#### **Licence restrictions**

You agree that you will:

- except in the course of permitted sharing (see "How You May Use the App") not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Membership Programme in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or the Membership Programme, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, or Membership Programme nor permit the App or the Membership Programme or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Membership Programme on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Membership Programme nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the App;
- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

#### **Acceptable use restrictions**

You must:

- not use the App 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 any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 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.

#### **Intellectual property rights**

All intellectual property rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.

#### **Our responsibility for loss or damage suffered by you**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking 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.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, 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 the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App.** The following statements do not relate to our information specifically provided for you as part of our Membership Programme (see "Membership Programme Terms") but to information which is generally available on our App.

- The information available on the App is intended for informational, educational and interest use only. The information provided on the App has not been prepared for any individual's specific requirements, and each individual (or those that are responsible for them) must ensure that the information is appropriate for them.
- You should consult your doctor or general practitioner or a Reset Health professional clinician before taking any action based on the information provided on the App. You should not rely on the information and services provided by us as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. If you have any questions or concerns about your health, you should always consult with your doctor, general practitioner or other appropriately qualified health care professional (including a Reset Health professional clinician). Do not disregard, avoid or delay obtaining medical advice on the basis of any information or services available from us (whether provided in person or remotely, including on this App), or which may be provided by us on any third party website.
- You acknowledge and accept that the use by you of any information provided by us on our App:
  - does not constitute (and must not be taken to be) medical or therapeutic advice;
  - does not constitute a doctor-patient, or allied health care professional-client relationship, between us (or any platform or third party service on which our information or services are being viewed/received) and you; and
  - is solely at your own risk.

Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Membership Programme.

**Check that the App and the Services are suitable for you.** The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the appstore site) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the App or the Membership Programme is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

**We may end your rights to use the App if you break these terms**

We may end your rights to use the App and/ or the Membership Programme at any time by contacting you if you have breached these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and/ or the Membership Programme:

- You must stop all activities authorised by these terms, including your use of the App and the Membership Programme.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Membership Programme.

**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 if this happens and we will ensure that the transfer will not affect your rights under the contract.

**You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

**No rights for third parties**

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.

**If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later**

Even if we delay in enforcing this contract, we can still enforce it later. 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 breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**Which laws apply to this contract and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**Alternative dispute resolution**

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 happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the London Arbitration Centre via their website at [www.londonarbitrationcentre.com](http://www.londonarbitrationcentre.com). London Arbitration Centre will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.