

BetterBe Services terms and conditions

Hello and welcome to BetterBe.

Please read this Agreement and our Privacy Policy before you continue using the Services. If you do not agree to this Agreement, you must stop using the Services immediately.

The Services include the Website (www.Betterbegroup.com), the BetterBe App, and any other services that we may agree to provide to you. Using the Services includes accessing or browsing the Website, downloading the BetterBe App, or registering an account.

If you continue to use the Services, you agree that this Agreement will govern your continued use of the Services. This Agreement is a binding legal contract between you and BetterBe and is effective from the date that you first use the Services until you or we terminate it.

This Agreement contains defined terms. Jump to the **Definitions**.

1. About us

We are BetterBe, a responsible company helping companies and individuals to design, implement and evaluate effective health promotion programmes. We created the BetterBe App, and make it available for download from either the Apple App Store, the Website, or Google Play Store.

2. Purpose of the Services

- 2.1. The Services provide general information and self-management tools. We are not providing medical advice, diagnosis or treatment. The Services should not be used as a substitute for medical advice obtained from a medical practitioner. You must always obtain professional or specialist medical advice before taking, or refraining from, any action on the basis of information or recommendations obtained from the Services.
- 2.2. Should you have any health-related questions, please call or see your physician or other healthcare provider promptly.

3. Access to the Services

- 3.1. You must be at least 18 years of age to use the Services. If you are younger than 18, you may use the Services only if your parent or guardian has given their permission for you to use the Services and to agree to this Agreement.
- 3.2. You may need to register an account to access some of the Services. If you signed up for a family or group account, you must ensure that any person younger than 18 using that account has the necessary parental consent to do so.
- 3.3. We may make some limited Services available without requiring you to register. We may at any time stop providing Services to unregistered users.

4. Your account

- 4.1. We may ask you to register an account to access some of the Services. When you create an account, we may ask you for personal information, which we will use to create and manage your account. Our Privacy Policy explains how we use your personal information.
- 4.2. You are responsible for the accuracy of the personal information you supplied when registering for an account.

- 4.3. You must keep your user ID, passwords and identifying information safe and confidential.
- 4.4. You must notify us immediately if you find out that the security of your user ID, passwords, or identifying information is compromised.
- 4.5. Only you may access your account. You must not allow anyone else to access your account and you must not transfer your account or any content from the Services to anyone else.

5. Privacy and publicity

- 5.1. We collect and process your personal information in accordance with our Privacy Policy.
- 5.2. If you are a company, you must obtain all necessary rights and consents from the applicable individuals (including your employees) sufficient to enable us to lawfully collect, use, retain and disclose their personal information in the ways this Agreement and our Privacy Policy describe.
- 5.3. We may from time to time employ the services of third parties to assist with the hosting and management of certain services and aspects of the Services. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.

6. Fees and payment

- 6.1. The fees for the Services, including any subscription fees we may charge, are stated on the Website.
- 6.2. Payments will be made using a valid payment method, such as a credit card, or via PayPal. Your use of the PayPal service is governed by the PayPal user agreement in force from time to time. Similarly, the use of any payment services offered by third parties is subject to the terms and conditions of use of that payment service provider. If you provide us with your payment details, you confirm that you are authorised to use the payment method you have specified and authorise us to take payment in full for Services purchased by you.

7. How you may use the Services

- 7.1. You may use the Services only for your personal, family, or household purposes. If you are a company, you may use the Services only for business purposes and subject to this Agreement.
- 7.2. You must use the Services only as they are intended to be used.
- 7.3. You must not, and must not enable or allow any third party to use the Services to:
 - 7.3.1. engage in any activity that is illegal, fraudulent, deceptive, or harmful;
 - 7.3.2. violate any laws about data protection, privacy, or information security;
 - 7.3.3. bully, insult, intimidate or humiliate any person;
 - 7.3.4. distribute or commercially exploit the Services or any information or data accessed via the Services; or
 - 7.3.5. send any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 7.4. You must not, and must not enable or allow any third party to:
 - 7.4.1. reverse engineer or attempt to reverse engineer the Services;

- 7.4.2. perform or attempt to perform any action that interferes with the normal operation of the Services or affects other users' use of the Services;
- 7.4.3. knowingly transmit any data, send or upload any material that contains viruses, spyware, malware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- 7.4.4. copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services.

8. **User-generated content**

- 8.1. We may permit you to post, upload, or otherwise contribute content to the Service, such as notes, comments, and messages ("**your Content**").
- 8.2. You are solely responsible for all your Content.
- 8.3. Your Content will not:
 - 8.3.1. be illegal, obscene, threatening, defamatory, discriminatory, or injurious to others;
 - 8.3.2. consist of political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam"; or
 - 8.3.3. contain any software viruses.
- 8.4. We may, but are not obliged to, remove any content which we consider to contravene this clause.

9. **Availability of, updates to, and changes in the Services**

- 9.1. We will use our best efforts to ensure that the availability of the Services will be uninterrupted and error-free. We cannot guarantee that the Services will always be available or that your use of the Services will be uninterrupted.
- 9.2. We may occasionally suspend and/or restrict access to the Services and/or content available through the Services in order to allow for repairs, maintenance and/or updates. You may need to install updates to the BetterBe App to be able to use it.
- 9.3. We may make changes to the Services at any time. This may include adding or removing functionality or imposing conditions on the use of the Services. We will notify you of material adverse changes in the Services.

10. **Our right to discontinue the Services**

We may suspend, withdraw, or discontinue all or any of the Services at any time, edit or remove content, and cancel orders at our sole discretion without notice and without liability to you. If you have registered an account, we will give you notice prior to discontinuing the Services or making any adverse material changes to it.

11. **Intellectual Property**

- 11.1. We or our licensors own all intellectual property rights in the Services, including any content, trademarks, logos, data, design and software connected to us and the Services. Except for your right to use the BetterBe App and the Website, you are not granted any rights in or to use our intellectual property rights. You may not reproduce or redistribute our intellectual property in any way.
- 11.2. You give us a licence to use, sell, incorporate, broadcast or otherwise exploit any suggestion, feedback, or request that you provide to us arising out of the use of the Services.

12. Third-party websites and applications

- 12.1. The Services may contain links to other independent websites or applications with information, content or material produced by other parties (“**third-party services**”). The links are provided for your convenience only and it does not mean that we endorse the third-party services.
- 12.2. You will need to make your own independent decision about whether to use any such third-party services, including whether to accept their terms and conditions, to buy any products or services or rely on any advice offered by them.
- 12.3. Your access and use of third-party services is at your own risk. Third-party services are not under our control, and we are not responsible or liable for their content, advice, websites, services, terms and conditions or their privacy policies.

13. Suspension and termination

- 13.1. If you use the Services in violation of this Agreement, we may suspend your use of the Services (in whole or in part) and/or suspend or terminate your account.
- 13.2. We also have the right to suspend and/or terminate your access to the Services and/or your account at any time if, in our opinion, it is necessary or desirable for us to do so.

14. Changes to this Agreement

We may need to change this Agreement or our Privacy Policy from time to time. If you have an account with us, we will give you at least 7 days’ notice of any material change by sending you an email or notifying you of the change when you next access your account.

15. Transfer of this Agreement to someone else

- 15.1. We may transfer our rights and obligations in this Agreement to a third party.
- 15.2. You may not transfer your rights and obligations in this Agreement to any third party without our express consent.

16. Liability

- 16.1. You and we are each always liable for all liabilities that cannot legally be excluded or limited (for example, fraud or personal injury caused by a party’s negligence).
- 16.2. We will not be liable to you or any third party for any loss or damage, including pure economic loss, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the:
 - 16.2.1. use of, or inability to use, the Services; or
 - 16.2.2. use of, or reliance on, any content displayed on the BetterBe App or Website.

17. Indemnity

You agree to indemnify us and our affiliates and hold us harmless against legal claims and demands that may arise from your use of the Services. We reserve the right to select our own legal counsel.

18. Applicable law

This Agreement shall be governed by, and interpreted in accordance with the laws of the Isle of Man. The Isle of Man Courts will have exclusive jurisdiction to deal with any dispute arising from this Agreement or the Privacy Policy.

19. Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Services, please contact us as soon as possible. If you and we cannot resolve a

dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you and give you certain information if required by law about any alternative dispute resolution provider.

20. **Invalidity**

If any term of this Agreement is found invalid, illegal or unenforceable, the rest of this agreement remains in effect.

21. **No waiver**

If we delay or fail to enforce a term of this Agreement, it is not a waiver of that right and does not prevent us from later enforcing that term or any other term.

22. **How we will contact you**

We will communicate with you by email or via the BetterBe App.

23. **How you can contact us**

You can contact us by email: support@betterbegroup.com or via our website: www.betterbegroup.com

24. **Definitions**

- 24.1. **"the BetterBe App"** means the BetterBe On Track mobile application;
- 24.2. **"BetterBe", "we", "us", "our"** means the BetterBe Group Limited, an Isle of Man company with registration number 136122C, having its registered office at The Bungalow, Ballamanagh Road, Sulby, IM7 2HB, Isle of Man;
- 24.3. **"the Services"** means the BetterBe App, the Website, and any other services which we may from time to time offer;
- 24.4. **"Term"** means the period from when you first access the Services until this Agreement is terminated by you or us;
- 24.5. **"third party services"** means independent websites or applications with information, content or material produced by other parties;
- 24.6. **"your Content"** means content, such as notes, comments, and messages, which you post, upload, or otherwise contribute to the Services.