
YOURWELLSPACE LTD

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End User Licence Agreement

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Data Protection and End User Licence Agreement (EULA) of Wellspace:

This EULA is a legal agreement between Wellspace End User (“you”) and Yourwellspace Ltd (“our”, “we”, “Wellspace”).

Our account management team and technical team will work to maintain the system of consistency and efficiency and answer any technical and support questions raised within any agreed service level agreement.

We strive to ensure that user data is kept securely and that we collect only as much personal data as is required to provide our services to users in an efficient and effective manner. This EULA is aimed at being transparent about our security infrastructure and practices, to help reassure you that your data is appropriately protected.

Wellspace is committed to high standards of information security, privacy and transparency. We place a high priority on protecting and managing data and Wellspace will comply with the General Data Protection Regulation 2016/679 including as a data processor, while also working closely with our customers and partners to meet contractual obligations for our procedures, products and services. Our team of experienced business analysts, consultants and digital specialists will also help to support customers in meeting their obligations through the provision of expert services and value-adding solutions.

This EULA governs your acquisition and use of our Wellspace software (“Software”) directly from Wellspace or indirectly through a Wellspace’s authorised reseller or distributor.

Please read this EULA carefully before completing the installation process and using the Software. It provides a licence to use the Software and contains warranty information and liability disclaimer

If you register for a free trial of the Software, this EULA will also govern that trial.

If you are entering into this EULA on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA, do not install or use the Software, and you must not accept this EULA .

This EULA shall apply only to the Software supplied by Wellspace. herewith regardless of whether other software is referred to or described herein. The terms also apply to any Wellspace updates, supplements, Internet- based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

Licence Grant

Wellspace hereby grants you a worldwide, personal, non-transferable, royalty-free, non-exclusive licence to use the Software on your devices in accordance with the terms of this EULA .

You are permitted to load the Software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Software listed in section “Minimum Requirements” below.

You are not permitted to:

Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things:

- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose;
- Allow any third party to use the Software on behalf of or for the benefit of any third party; and
- Use the Software in any way which breaches any applicable local, national or international law.

Intellectual Property and Ownership

Wellspace shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto by Wellspace) are and shall remain the property of Wellspace.

Wellspace reserves the right to grant licences to use the Software to third parties.

Warranty

We warrant that:

- The Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in any printed materials provided by Wellspace ("Documents"); and
- That the Documents correctly describe the operations of the Software in all material respects, from the date of your first access to the Software ("Warranty Period").

If within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will either repair or replace the Software.

Limitation of Liability

Wellspace's maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the fees paid and/or due payable under the Contract. This maximum cap does not apply to paragraph 3 below.

Your maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the fees paid and/or due payable under the EULA. This maximum cap does not apply to paragraph 3 below.

Nothing in this EULA shall limit on exclude our liability for:

- death or personal injury resulting from our negligence;
- fraud or fraudulent misrepresentation; and
- breach of intellectual property rights;
- breach of data protection laws;
- any other liability that cannot be excluded or limited by English law.

Termination

This EULA is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to WellSpace.

This EULA will also terminate immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so. Upon termination for any reason, the licenses granted by this EULA will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA .

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the laws of England. We both irrevocably agree to the exclusive jurisdiction of the courts of England.

User Agreement of WellSpace

WellSpace provides access to our website located at www.yourwellspace.com (the "Site"), subject to your acceptance of these Terms of Website Use ("Terms"). These Terms apply to you when you access and use our Site. If you have any questions about these Terms or using the Site, feel free to contact us at info@yourwellspace.com

Collection and Use of Personal Information

To enable us to provide quality services to you, we need to collect anonymous and Personal Information about you. "Personal Information" means any information concerning the personal or material circumstances of an identified or identifiable natural individual. Upon your consent, we collect Personal Information through your use of the Software and related services such as the WellSpace smartphone applications information you provide related to your use of the Site and mobile applications (e.g. through the use of cookies).

Your Personal Information includes, but is not limited to, your:

- contact Information, such as your name, address, email address, phone number provided by your employer, or which you provide when you enrol as a user of the service, upload or submit activity information or any material via the Site or request any information; email address in connection with your account sign-in facility;
- gender and age when you enrol and in connection with your account profile;
- information collected through the use of our Software and related services about your health, fitness and related activities including technical information from your fitness device only if you consent; record of your participation in activities and challenges and your rewards;
- information you post in the form of comments or contributions to discussions, and communications you send us to submit queries or comments regarding the Site or its content.

You are under no obligation to provide any Personal Information to us at any time. However, if you should choose to withhold specific information, we may be unable to provide you with certain services.

We will use your Personal Information only for the purpose of providing our services to you, including to: Administer your account with us; Identify you when you sign in; Track your programme progress and determine your eligibility for rewards, as well as provide you with information that you may find helpful; Analyse on an anonymous, aggregated data basis the use of the Site and the people visiting in order to improve our content and services, including research into our users' demographics; and send you information that you have requested from us.

We will process your personal data in accordance with our Privacy Policy and applicable privacy laws.

Data Storage Locations

Data is stored and processed in accordance with local data residency requirements in each individual country, in the EU all data is located in our data centre in the Netherlands (Digital Ocean). We have additional data centres in the U.S.A, Australia, India and Hong Kong (AWS and Digital Ocean).

Push Notifications

We send you push notifications on your device from time to time in order to provide you with in-product reminders and notifications. If you no longer wish to receive these types of communications, you may turn them off at the device level.

Informational Emails

When you actively opt-in to Wellspace marketing communication, Wellspace may send you emails or newsletters with information and offers about the Wellspace platform and services. You can opt out of such communications via the unsubscribe link on every communication.

Additional Information

When you visit the Site and consent to our cookies, we may automatically collect additional information such as the type of Internet browser or mobile device you use, your IP address (the unique address that identifies your device on the internet) and the operating system of your device, which is automatically recognised by our web server. We use this information to derive a broad, non- specific understanding of the locations from which you are accessing our services, to analyse trends, administer the site, track users' movements around the site and to gather demographic information about our user base as a whole and to personalise the Site to users' preferences as well as target with Wellspace advertisements.

Information Sharing

In general, we will process your Personal Information to administer our services to you including, at times, disclosing your Personal Information to the following agents or contractors that work on our behalf and assist us in providing and supporting the services we offer through the Site ("Wellspace Processors") : Digital Ocean - <https://www.digitalocean.com/> and AWS - <https://aws.amazon.com/> for data storage purposes

To the extent you participate in any wellness challenges or competitions that we sponsor, please be aware that your name and performance information will be available to other wellness challenges or competition participants

We will not sell, rent or make available your Personal Information to third parties without your permission. Unless in using the Site or mobile applications you expressly agree to make certain information available, all Personal Information that we collect is kept confidential to the best of our ability. In addition, our employees and contractors who provide services related to our Site or mobile applications

are obliged to respect the confidentiality of any Personal Information held by us. Our employed staff and contractors are authorised to use your Personal Information only as necessary to provide these services to us.

In the event that we undergo re-organisation or are sold to a third party, any Personal Information we hold about you may be transferred to that re-organised entity or third party in accordance with applicable law, unless you decide to terminate this EULA. You acknowledge that such acquisitions may occur, and that any acquirer of Wellspace or its assets may continue to use your Personal Information as set forth in this EULA.

Wellspace may disclose your Personal Information (a) if legally required to do so (for example if required by law or by a court order or other judicial or administrative proceeding, (b) as otherwise required under any applicable law, rule or regulation and (c) if we believe, in good faith, that such disclosure is necessary to protect or defend our rights or those of others or to assist in the investigation or prevention of illegal activity.

The Site may use message boards and messaging forums that will be available to its members. Any information that is disclosed in these areas may become public information and you should exercise caution when using these and disclosing your Personal Information.

Subject to applicable law, you may request to be informed of Wellspace processing activities on your Personal Information or request access to your Personal Information. If your Personal Information changes or is incorrect or outdated, you may correct, update, erase or amend it by making the change through the “my account” section of the Site or send a request to info@yourwellspace.com. If you no longer desire our service, please contact info@yourwellspace.com to discuss cancellation. Subject to applicable law, you may request the restriction of our use of your Personal Information, the portability of your data as well as object to.

If we use your personal information to send you marketing communications, you may object at any time and without providing any reasons and we will apply your preferences going forward. You also may withdraw any consent you previously provided to us. If you do so, this will not affect the lawfulness of our use of your information based on your consent before its withdrawal.

If you wish to exercise any of the above rights, please contact [info@yourwellspace.com].

Anonymous Information

We may create “Anonymous Information” records from the Personal Information records by excluding your contact information or excluding any other information that could link directly or indirectly the Anonymous Information back to you or to an individual profile. We may use this Anonymous Information for internal purposes, such as analysing patterns in the programme usage, so that we may enhance the services. We reserve the right, subject to applicable law, to use and disclose any Anonymous Information at our discretion. For example, upon request by your employer, we may share Anonymous Information with other partnering organisations for purposes of research and programme analysis. You are welcome to request the names of such partnering organisations from us at any time. We use this Anonymous Information to analyse and understand demographics trends, customer behaviour patterns and desires, and information that may enrich the content and quality of our member programmes.

If you are a member of the Wellspace service we may (a) share Anonymous Information with your employer in an anonymous aggregated or group format and (b) provide your Personal Information in an anonymous aggregated or group format to third parties (“Analytics Processors”) that process that Personal Information to generate Anonymous Information and analytical information related to that Anonymous

Information to be shared with your employer. Your employer will not be able to use such Anonymous Information to directly identify you. Your employer may use this Anonymous Information in its discretion, including to evaluate the programme overall as well as to provide additional benefits, programmes and services.

The analytics processors do not have any independent right to use your Personal Information except to provide services to generate the Anonymous Information and analyse the information to generate general analytical information. You are welcome to request the names of such analytics processors from us at any time.

Your Responsibilities

Keeping your data secure also depends on you ensuring that you maintain the security of your account by using sufficiently complicated passwords and storing them safely. You should also ensure that you have sufficient security on your own systems. Any data that you download to your own systems should be held securely with restricted access.

Communication Between Us

If we have to contact you, we will do so by email.

Note that any notice:

- given by us to you will be deemed received 24 hours after an email is sent; and
- given by you to us will be deemed received and properly served 24 hours after an email is sent.

Other Important Terms

This EULA and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Minimum Requirements

- Android 8.0 and above
- iOS 11.4 and above

The above operating system versions are supported up until they are unsupported by Apple and Google