

# Terms and Conditions (INSERT Product Name)

## Definitions

'We' / 'Us' / 'Our' means (Client Name) which provides our users with (Branded Name), hosted at (Domain Name) and offered as an iOS smartphone app and offered as an Android smartphone app (together, The System). The system is provided to us as a service by Captive Health Limited.

## Purpose

These terms and conditions set out how The System can be used. This document should be read alongside the Privacy Policy.

## Consent

Use of The System by you constitutes acceptance by you of our Terms and Conditions. You can opt out at any time by deactivating your account.

## Third party content

We make no guarantees and are not responsible for:

1. The accuracy or currency of the content of any third party material that appears on The System.
2. The quality of any third party services that may be featured on The System.
3. The content of any third party website that links from The System.

Any health literature, employee benefits or other data (in whatever form) that is featured on The System or accessed via a link from The System is not considered to be advice from Us.

We take no responsibility for any issues that may arise from contact or communication with third parties accessed from The System.

## Liability

We do all we can to ensure data on The System is accurate and endeavour to immediately correct any inaccuracies as soon as we are made aware of them. To the extent allowed by law, We are not responsible for inaccuracies published on The System.

We are not responsible for any harmful effect on technology that may result from using The System nor do We give any warranty that The System is free from viruses. In addition, We are excluded from liability should any losses or claims occur as a result of your inability to access The System, or from any use of The System or reliance on data published on The System to the extent permitted by law.

We are not liable for failure to undertake any obligation under this agreement if failure results from events out of Our control, including without limitation Internet/telecoms outages, fire, flood, war and acts of God.

## DRAFT – SUGGESTED TERMS FOR CLIENT REVIEW

We do not accept any liability to you for any of the following types of loss or damage (which you may suffer as a result of your use of The System) whether the losses were foreseen, foreseeable, unforeseen, unforeseeable, known, unknown or otherwise:

- (a) loss which arose when you first accessed or registered to use The System (even if that loss results from our failure to comply with these terms or our negligence);
- (b) any business loss you may suffer, including loss of revenue, loss of profits or loss of anticipated savings (whether those losses are the direct or indirect result of our default);
- (c) loss which you suffer other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty;
- (d) any loss suffered due to the default of any party other than us.

6.3 We do not warrant that The System or any content will be available uninterrupted or error free, that defects will be corrected, or that The System is free of viruses or bugs.

6.4 We do not accept any liability to you if we fail, or are interrupted or delayed in the performance of any obligation because of:

- (a) the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated or provided by you or any third party;
- (b) any other event not reasonably within our control.

6.5 We do not give any commitments or accept any liability to you in respect of content provided by other users or third parties.

### Security and accessibility

To make the most of the security on our site, we recommend using either Safari, Mozilla Firefox, Google Chrome or Microsoft Internet Explorer version 9.0 or higher. We also recommend setting your browser's preferences to accept cookies and enable JavaScript.

### Surveys

Responses you give to surveys shall be treated as confidential.

You are legally responsible for the content of any material you submit in response to a survey question.

We shall own any material submitted by you on The System.

### Technical Problems

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Us. If You still need technical help, please check the support provided on our website.

### Service Availability

## **DRAFT – SUGGESTED TERMS FOR CLIENT REVIEW**

Whilst We intend that the service should be available 24 hours a day, seven days a week, it is possible that on occasions The System may be unavailable to permit maintenance or other development activity to take place.

### **Responsibility for Updates**

We may from time to time make updates to The System available to You. You understand that You are responsible for the checking, acceptance, installation and updating of any software provided by Us in order to use The System.

### **General Information**

If any of these terms are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.

Use of The System and these terms are subject to the laws of England and Wales which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licenses and conditions of use.

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