

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY PROCEEDING TO DOWNLOAD THE APP YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT DOWNLOAD THE APP.

WHAT CERTAIN WORDS MEAN IN THESE TERMS

When the words below are used in these terms, they will have the following meaning:

- **Pilot:** means: (a) if you are already a member of the Benenden Healthcare Society Limited, access on a short term trial basis to the App which will allow you to easily access the GP 24/7 Service and the 24/7 Mental Health Helpline which are currently available as part of your membership to Benenden Health; or,
(b) if you are not already a member of the Benenden Healthcare Society Limited, the short term trial of the GP 24/7 Helpline and the 24/7 Mental Health Helpline and Counselling Support services provided by Benenden Wellbeing Limited which are accessible via the App.
- **Pilot Period:** means the period during which the Pilot will be live, as set out in the documentation sent to you relating to the Pilot.
- **We:** means: (a) if you are already a member of the Benenden Healthcare Society Limited, the Benenden Healthcare Society Limited of Holgate Park Drive, York, YO26 4GG; or,
(b) if you are not already a member of the Benenden Healthcare Society Limited, Benenden Wellbeing Limited of Holgate Park Drive, York, YO26 4GG.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

- We, license you to use the Benenden Health mobile application software (**App**) and any updates or supplements to it, as permitted in these terms, for the duration of the Pilot Period or until you or we cancel your participation in the Pilot (if this happens before the end of the Pilot Period).

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 (a privacy policy for Members and a separate privacy policy for non-members can be accessed at <https://www.benenden.co.uk/app/>).
- 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.

OPERATING SYSTEM REQUIREMENTS

- This App requires a mobile telephone device which operates on either the Android operating system version 4.2 (Jelly Bean) or IOS operating system version 9 as a minimum.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

- If you want to provide feedback on the App, if you have any problems using the App, or if you think the App is faulty or misdescribed please go to the Report Feedback section of the App where you will be able to report concerns to us.
- If you wish to contact us for any reason please email our customer service team at providefeedback@benenden.co.uk.
- If we have to contact you we will do so by email, 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 mobile telephone devices and view, use and display the App on such devices for your personal purposes only in accordance with the terms on which the Pilot is provided to you.
- provided you comply with the licence restrictions set out in these terms, make up to 1 copy 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 DOWNLOAD THE APP

- You must be 18 or over to accept these terms and download the App.
- The App can only be downloaded onto a mobile device that you own or use under a contract with a mobile phone network provider.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

- We are giving you personally the right to use the App as set out above in "HOW YOU MAY USE THE APP". You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any mobile telephone device on which the App is installed, you must remove the App from it.

UPDATES 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 version of the App available as part of the Pilot supports Android or IOS operating systems versions 4.2 (Android) or 9 (IOS) and greater and will match the description of it provided to you before you downloaded it.

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, where relevant, whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App 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, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App 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 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.

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 (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;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights in the App 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 other than the right to use it in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- **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.
- **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.
- **We are not responsible for events outside our control.** If our provision of support for the App 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.

WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

- We may end your rights to use the App at any time by contacting you if you have broken 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:
 - You must stop all activities authorised by these terms, including your use of the App.
 - 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.

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.

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.

IF YOU HAVE A COMPLAINT

- We do our best to offer a caring and effective service. If there is a problem with the App, we want to hear about it. We welcome your comments and complaints as they help us to improve our services.
- We will deal with your concerns as quickly and effectively as possible and, if we have made a mistake, we will do what we can to put things right.
- If you have cause to make a complaint, please contact us. You can call us on 0800 414 8100 or write to us at complaints@benenden.co.uk or Benenden Health, Holgate Park Drive, York, YO26 4GG.
- If you remain unhappy after we have investigated your complaint through our internal complaints procedure (available on our website) you may be able to refer your complaint to the Financial Ombudsman Service.
 - You can contact them at Financial Ombudsman Service, Exchange Tower, London, E14 9SR or call 0300 123 9 123. Calls are free from mobiles and landlines.
 - www.financial-ombudsman.org.uk