



Ascenti Reach App Terms of Service and End User Licence Agreement

We are the Ascenti Group trading through Ascenti Physio Limited (Company Number 04530716) and Ascenti Health Limited (Company Number 03225768) which are companies incorporated in England & Wales and whose registered office is Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ. Our registered VAT number is 208 2267 25. We are the creators of the Ascenti Reach application (referred to below as the "App").

You must be at least 18 years old and resident in the UK to use the App.

Please read these Terms of Service carefully before downloading or using the App or registering an account on the App. These Terms of Service set out our legal responsibilities and your legal responsibilities. By downloading or using the App or registering for an account on the App, you are agreeing to these Terms of Service which will form a legally binding agreement between you and us. Please read it together with our Privacy Policy [www.ascenti.co.uk/privacy] and Instructions of Use [www.ascenti.co.uk/reach/instructions-for-use]. The Instructions of Use contain important instructions that are designed to help you safely use the App and avoid making your injury or condition worse.

You should read these terms in full but please read clauses 5, 6, 7, 8 and 9 carefully as they set out important information about the scope of the service that we provide on the App and of the limitations of our responsibility to you.

Only download the App if you have read these terms and agree to them. If you do not agree to these Terms of Service, we will not allow you to use the App and you should not download it.

If you would like these terms or the Instructions of Use or Privacy Policy in another format (for example: audio, large print, braille), please contact us using the contact details set out below.

1 THESE TERMS AND OUR AGREEMENT WITH YOU

- 1.1 **What these terms cover.** These are the terms on which we make the App and the Content (as defined at clause 3.1.4 below) and Services (as defined at clause 5.1 below) available to you.
- 1.2 **What other terms apply to your use of the App and our Services.** In addition to these terms, you should also read our Instructions of Use [www.ascenti.co.uk/reach/instructions-for-use] and our Privacy Policy [www.ascenti.co.uk/privacy] which will apply to your use of the App, the Services and any Content. The Instructions of Use contain important instructions that are designed to help you safely use the App and avoid making your injury or condition worse.
- 1.3 **By downloading or using the App or registering an account on the App, you agree to be bound by these terms and to comply with our Instructions of Use.** By downloading or using the App or registering an account, you form a legally binding agreement between you and us. If you do not agree with any of these terms, you should stop using the App immediately. We may vary these terms from time to time in accordance with clause 14 below. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.4 **In these terms, we refer to the platform or site that you downloaded the App from as the "app store" and we refer to their rules and policies as the "app store rules".** The app store is not a party to these terms or to the agreement between you and us and has no responsibility for the App or the Services or the Content as has no liability under it. You must comply with the app store rules as well as these terms but, if there is any conflict between them, you should follow the relevant app store rule rather than the equivalent rule here.
- 1.5 **If you download the App and subscribe for the Services (and pay the relevant subscription fees) you will be entitled to use the App and to access the Services, and we will provide the Services to you, in accordance with these terms but the agreement for the supply of the App and the subscription shall be between you and the app store.** The relevant subscription fees will be as set out on the app store or as advertised on the App from time to time. In the event that you do subscribe for the Services such subscription shall be by way of payment to the app store at the point of initial purchase or by way of monthly recurring subscription (as applicable). The agreement for the supply of the app and the subscription shall be between you and the app store and shall be based on the app store rules. You should read the app store rules for details of your rights to cancel a purchase or subscription and any rights to a refund that you may be entitled to.

2 HOW TO CONTACT US AND HOW WE MAY CONTACT YOU

- 2.1 **How to contact us.** You can contact us by telephoning our customer service team at 0330 678 0850 or by writing to us at Ascenti Physio Limited, Carnac House, Carnac Court, Cams Estate, Fareham, Hampshire, PO16 8UZ or by sending us an email to contact@ascenti.co.uk.
- 2.2 **How we may contact you.** By using the App you agree to receive communications from us electronically. If we have to contact you we will do so by email to the email address that you provide when you register for the App and the Services or by posting notices, alerts, prompts or other information through the App.
- 2.3 **"Writing" includes text messages and emails.** When we use the words "writing" or "written" in these terms, this includes letter, text messages, emails and other forms of direct electronic messaging.

3 YOUR LICENCE TO USE THE APP AND ANY CONTENT AND SERVICES

- 3.1 We licence you to download and use the App provided you follow the rules described in these terms and any relevant app store rules.** This means that you do not own the App or any of its contents but that you may use it as permitted by these terms and the relevant app store rules. The licence:
- 3.1.1** is only for you personally (and anyone else that the app store may let you share the App with) and cannot be transferred to anyone else;
 - 3.1.2** is for non-business use only;
 - 3.1.3** starts when you download the App;
 - 3.1.4** covers software, design, text, logos, icons, images, graphics, video, audio and other multimedia content, and all other content, materials or services accessible from, or bought in, the App including all of our support resources (which we refer to collectively in these terms as “**Content**”); and
 - 3.1.5** also covers updates to the App unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.
- 3.2** If you sell or give away the device on which you have downloaded the App, you must first remove the App from the device. You should also remove any related data.
- 3.3 Nothing in these terms gives you any rights to use, copy or modify the App or the Content other than as necessary for you to access and use the App and receive the benefit of the Services in accordance with these terms for your own personal, non-business use.** You are not allowed to:
- 3.3.1** modify the App’s code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - 3.3.2** deliberately attempt to avoid or manipulate any security features included in the App or Content or to avoid, manipulate or remove any notices contained in the App or any Content;
 - 3.3.3** pretend that the App or any Content is your own or make the App or any Content available for others to download or use (including by way of copying the code of the App and creating an independent version).
- 3.4 Ascenti, Ascenti Reach and the Ascenti logo are our registered trade marks and other trade marks and trade names may also be used on the App or in the Content.** Use by you of any trade marks on the App or in the Content is strictly prohibited unless you have our prior written permission.
- 3.5 If any third party claims that the App or your use or possession of the App infringes their intellectual property rights, we will be responsible for investigating the claim and, where appropriate, for defending, settling and/or discharging it.** The app store will not have any responsibility for any such infringement.

4 USING THE APP, TECHNICAL REQUIREMENTS, REGISTRATION AND SUPPORT

- 4.1 The functionality of the App and the provision of the Services is reliant on your device having access to the internet and data networks via third party infrastructure and devices.** We are not responsible for the provision of any such third party infrastructure or devices and, if you want to use the App and access the Services you should ensure that you have an internet available device and sufficient internet connection available. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the App. You should be aware that certain functions of the App require the downloading or streaming of data. Using too much data might mean that you exceed your data limit and you could face paying more than you were expecting, particularly if you are using the App abroad.
- 4.2 The App is not designed to be used outside of the UK.** We make no promise that the App is appropriate or available for use in locations outside of the UK. If you choose to access the App or receive the Services from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 4.3 We try to make the App as accessible as possible.** If you have any difficulties using the App, please contact us using the contact details at clause 2.1.
- 4.4 To use the App, your device needs to comply with the minimum requirements for the App as set out on the relevant app store.** We may update these minimum requirements from time to time as we update the App or add additional functionality.
- 4.5 Use of the App will require registration.** We are not obliged to permit anyone to register with the App and we may refuse, terminate or suspend registration to anyone at any time. You are responsible for making sure that your password and any other account details are kept secure and confidential. If we have reason to believe there is likely to be a breach of security or misuse of the App through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account. Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy referred to at clause 15 below.
- 4.6 We are responsible for customer service in relation to the App and any Services and can help if you are having any issues.** You should contact us using the details set out at clause 2.1 above. You acknowledge that the app store has no obligation whatsoever to provide any support or maintenance services in relation to the App or any Services, although if the App is faulty you may be entitled to claim a refund from them, as described at clause 8.1 below and the app store rules.

5 THE SERVICES AND LIMITS ON THE SERVICE THAT WE ARE ABLE TO PROVIDE

Please read this clause 5 carefully as it sets out important details about the scope of the services that we provide to you and the reliance that you should place on the information that we provide

- 5.1** In these terms, we refer to the following features of the App as the “**Services**”:
- 5.1.1** carrying out a remote assessment of your symptoms and condition through a number of questions and movement tests in order to determine the best course of action for your recovery needs;
 - 5.1.2** setting a personalised recovery programme by way of video exercises that you are to follow remotely;
 - 5.1.3** collecting feedback about the exercises from you which is used to adapt and evolve your programme with different exercises;
 - 5.1.4** receive and answer questions from you, whether in writing or by voice or video call; and
 - 5.1.5** any other enhanced services that we may make available on the App from time to time.
- 5.2 The outcome of your assessment is based on an automated process and our Services are provided remotely.** Some conditions are not suitable for remote advice and the App and our Services are not intended to be used in relation to any condition or symptoms that require urgent medical attention. We may recommend that you seek further medical advice from a doctor, physiotherapist or other healthcare professional, in which case you will be responsible for seeking such further medical advice. If your condition is an emergency or otherwise requires urgent treatment, or we advise you to seek emergency medical assistance, then immediately seek medical assistance by contacting 999 or 111.
- 5.3 The assessment and the information given on the App is not intended to be (nor should it be considered to be a substitute for)**

professional medical advice. Whilst the App and the assessment have been designed by medical professionals in order to create a bespoke treatment plan for your condition, as we have not carried out an in person assessment, it is not intended to provide a formal medical diagnosis and it isn't an alternative to getting medical advice from a doctor or other healthcare professional. You should not disregard any medical advice, or discontinue any treatment that has been prescribed to you, on the basis of the information on this App.

- 5.4 Neither the App nor our Services are designed to be used by anyone under 18 years of age and anyone under 18 years of age should seek medical advice from a GP or other relevant medical expert/ health professional.** We may suspend or terminate access to the App or our Services if we reasonably suspect that they are being used by anyone under 18 years of age.

6 YOUR OBLIGATIONS

Please read this clause 6 carefully as it sets out your obligations when using the App and receiving the Services. Failing to do so may make your injury or condition worse.

- 6.1 In order to allow us to provide the Services to you, it is important that you provide us with the information that we need in order to help you and that you comply with these terms as well as our Instructions of Use.** If you fail to do so then this could make your injury or condition worse.

6.2 You must ensure that:

- 6.2.1** any information you give to us, including as part of your assessment or when giving feedback, is accurate and that you answer any questions fully. You should tell us if any information you have given to us is or becomes inaccurate or incomplete or misleading;
- 6.2.2** if you are unsure as to how to answer any particular question or undertake any exercise or if you have any concerns about the Services we provide or any information on the App, you contact us [contact@ascenti.co.uk] or seek further medical advice from a healthcare professional;
- 6.2.3** in performing any exercise that we recommend, you follow any instructions you are given by us, including following the correct technique for each exercise, as well as in respect of the number of sets or repetitions and frequency per week. Whilst we have tried to ensure that our instructions (whether given in videos, in writing or otherwise) are clear and easy to follow, if you are unsure of how to correctly complete any exercise then you should stop immediately and contact us [contact@ascenti.co.uk] for further guidance;
- 6.2.4** you should only carry out exercises that you are comfortable with and you should stop immediately and contact us [contact@ascenti.co.uk] if you experience any severe pain or discomfort or you experience any adverse or unexpected effects. You should not carry out any exercises you have been told by any medical professional not to undertake or if you have any other concerns with the exercises that you have been set;
- 6.2.5** you seek advice from a healthcare professional in person if you are unsure whether you have been able to explain or communicate your symptoms through our Service or follow the exercises we recommend or if you have any concerns about the advice you receive from us or if it is different from other advice you have received from another healthcare professional.

7 OUR PROMISES TO YOU AND YOUR ACCEPTABLE USE OF THE APP

This clause 7 sets out certain promises that we make to you in respect of the App and the Services and also sets out certain promises from you, as well as your responsibility if you fail to comply with those promises. You should read it carefully.

- 7.1 While we endeavour to ensure that the App and the Content is accurate, complete and up-to-date, and we will provide the Services with reasonable care and skill, we make no promises as to the accuracy, completeness or fitness for purpose of any generic information available on the App or that such generic information meets any of your specific health or medical requirements.**

7.2 We make no promises that the:

- 7.2.1** App or the Service shall be available to you at all times and without interruptions, faults or disturbances;
- 7.2.2** use of the App or the Service shall lead to certain results and in particular although we will provide the Services with reasonable care and skill we make no promises about the information on this App or the Services being able to make any health or medical condition better.

- 7.3 We operate anti-virus and malicious software prevention measures on the App but we cannot guarantee that the App, the Content or any software of any nature available on, downloaded or otherwise obtained from the App, will be free from viruses or other harmful code.** We will not be responsible to you in the event that the App, the Content or any such software contains any viruses or other harmful code. You should therefore ensure that your devices used to access the App and the Services are protected against viruses and harmful code.

7.4 You promise that you will not use the Service and/or the App to do any of the following things:

- 7.4.1** break the law or encourage any unlawful activity;
- 7.4.2** send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
- 7.4.3** infringe our or any else's intellectual property rights (for example by using or uploading someone else's content or any content that you do not have the right to use or upload);
- 7.4.4** transmit any viruses or other harmful code;
- 7.4.5** try to gain unauthorised access to computers, data, systems, accounts or networks; or
- 7.4.6** deliberately disrupt the operation or anyone's website, app, server or business (including ours).
- 7.5** You agree to be fully responsible for any costs, claims, damages and expenses which we incur as a result of any claim arising from your failure to comply with clause 7.4 above.

8 OUR RESPONSIBILITY TO YOU

Please read this clause 8 carefully as it sets out important details about the extent of our liability to you.

- 8.1 If the App fails to meet the standards required by law (including that the App is of satisfactory quality, fit for purpose and as described), please contact the app store for a full refund of the price you paid for the App.** The app store has no other responsibility or obligation in relation to the App beyond providing a refund in such circumstances. Any other claims, losses, liabilities, damages, costs or expenses will be our sole responsibility, including claims:

- 8.1.1** that relate to product liability;
- 8.1.2** that the App fails to conform to any applicable legal or regulatory requirement; and
- 8.1.3** arising under consumer protection, privacy or similar legislation.

- 8.2 If we breach these terms or we have failed to use reasonable care and skill in providing the Services to you or are negligent, and**

you suffer loss or damage as a result, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breach. By foreseeable we mean that, at the time that the contract was made, either it was clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did or failed to do.

8.3 Except for any legal responsibility referred to in clause 8.5 below, we are not legally responsible for:

- 8.3.1** any loss or damage that you suffer that was not foreseeable to you and to us when these terms were formed;
- 8.3.2** any loss or damage that you suffer that was not caused by any breach or negligence on our part;
- 8.3.3** any loss or damage that you suffer that was caused by your failure to comply with these terms, our Instructions of Use or any other instructions, advice or guidance on the App or otherwise provided to you by us, whether in writing or any other form;
- 8.3.4** any business losses, including loss of profits, loss of goodwill or loss of business opportunity;
- 8.3.5** any losses to non-consumers.

8.4 If the App damages your device or any software installed on it as a result of our failure to use reasonable care and skill, please let us know. If we can, we will repair the damage. If that is not possible, we will compensate you. We may ask for more information (including photographs) about what has happened so that we can understand the nature of the problem.

8.5 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

8.6 The limits on our responsibility to you as set out in these terms shall not apply to any face to face in person treatment provided by us at one of our clinics. Where you are a patient receiving face to face in person treatment from us at one of our clinics our responsibility to you in respect of such face to face treatment shall be as set out in the Ascenti Patient Terms (<https://www.ascenti.co.uk/terms-conditions>).

9 FAILURES OF NETWORKS OR HARDWARE AND OTHER EVENTS NOT REASONABLY IN OUR CONTROL

The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the app store, are entirely outside of our control. Although we will do everything that we reasonably can to resolve any issues, we are not responsible to you if you are unable to use all or any part of the App, or if we otherwise fail to perform, or are interrupted or delayed in performance of, any of our obligations under these terms because of:

- 9.1** a poor internet connection or any other non-availability or failure of any telecommunications or computer network provided by you or any third party;
- 9.2** a fault in your device or a component in your device or any other equipment provided by you or any third party
- 9.3** an issue with the app store or any other software or system operated or provided by you or any third party; or
- 9.4** any other event or circumstances that it would not be reasonable to expect us to control.

10 UPDATES TO THE APP

10.1 We may update the App from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that we will ensure that the App still meets the description of it that was provided to you at the time you downloaded the App. Updates will either download automatically or you may need to trigger them yourself, depending on your device and its settings.

10.2 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available.

11 EXTERNAL SERVICES AND SITES

11.1 The App may contain hyperlinks or references to third party websites or otherwise enable you to access services and websites that we do not own or operate. We refer to these collectively below as "External Services".

11.2 Access to any External Services or hyperlinks or references to External Services are provided for your convenience only and we are not responsible for examining or evaluating the content or accuracy of these External Services. The display of a hyperlink or the reference to any External Services or the ability to access any External Services by way of the App does not mean that we endorse those External Services or any products or services available from such External Services. You will need to make your own independent judgement regarding your interaction with any External Services (including the purchase or use of any products or services accessible through them) and any use of such External Services is at your own risk. We have no control over External Services and accept no legal responsibility for any content, material or information contained in them.

11.3 Your use of any such External Services may be governed by the terms of that third party. Before using any External Services, make sure you have read and agreed to the terms on which they are being offered to you, including the way in which they may use your personal information.

11.4 You must not use any External Services in any way that:

- 11.4.1** is inconsistent with these terms or with the terms of the External Service; or
- 11.4.2** infringes our intellectual property rights, or the intellectual property rights of any third party.

11.5 From time to time we may change or remove the External Services that are made available through the App.

12 ENDING THE AGREEMENT BETWEEN YOU AND US

12.1 We can end the agreement between you and us for the provision of the App and the Services if you do not comply with any part of these terms. As an alternative to ending the agreement, we may decide to suspend your access to the App and the Services. We will give you a reasonable amount of notice before the agreement ends or we suspend your access to the App and the Services but if what you have done is serious then we may end this agreement immediately and without advance notice to you. "Serious" means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the App or doing anything else that we think presents a big enough risk to justify us ending the agreement quickly. Your access to the App and the Services will also end at the end of the relevant subscription period unless you renew your subscription via the app store in accordance with the app store rules.

12.2 We may also end the agreement between you and us for the provision of the App and the Services other than in the circumstances we refer to in clause 12.1 above (including where we decide to withdraw access to the App or the provision of the Services via the App). If we do decide to end the agreement under this clause 12.2 we will provide reasonable notice to you which as a minimum shall be no less than the period of time remaining on your then current subscription period.

12.3 The consequences of the agreement between you and us ending are as follows:

- 12.3.1** you are no longer allowed to use the App and we may remotely limit your access to it;

- 12.3.2 we are no longer obliged to provide the Services;
- 12.3.3 you must delete the App from any devices that it has been installed on;
- 12.3.4 we may delete or suspend access to any accounts that you hold with us; and
- 12.3.5 you are not entitled to a refund.

13 PATIENT TERMS

If you book a face to face in person appointment with one of our healthcare professionals at one of our clinics our Patient Terms (<https://www.ascenti.co.uk/terms-conditions>) will apply with regard to the provision of such treatment to you and not these terms.

14 CHANGES TO TERMS

We may need to make changes to these terms from time to time. This may include to reflect changes in the App's functionality, to deal with a security threat or if there is a change to any relevant law or guidance. We will publish any updated terms on the App or via a link to our website from the App and you will be legally bound by the updated and amended terms from the first time that you use the App after we publish the changes. It is your responsibility to check these terms from time to time to verify any such updates or amendments but if the change is material, you may be asked to agree any changes in advance by in-app notification or when you download an update. If you do not accept any changes, you will not be able to use the App and may be able to apply to the app store for a refund in accordance with the app store rules.

15 YOUR PRIVACY AND PERSONAL INFORMATION

15.1 Your privacy and personal information are important to us. When you use the App we will collect certain personal information from you and we will also track your activity within the App. Any personal information that you provide to us or that we collect from you will be dealt with in line with our privacy policy (<https://www.ascenti.co.uk/privacy>). The privacy policy explains what personal information we may collect from you, how and why we collect, store, use and share that information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event that you have a query or complaint about our use of your personal information. By using the App, you consent to our processing of your personal information in accordance with our Privacy Policy and you promise that all personal information provided by you is accurate.

15.2 We may collect and use technical data. This might include, for example, the specifications of your device and its software in order to help us provide software updates, product support and other services related to the App. We may also use this information, as long as it is in a form that does not personally identify you, to improve our products and services or to offer new services or technologies to you. To the extent that any technical data includes any personal data, we will collect, store, use and share that information in accordance with our privacy policy.

16 FEEDBACK AND COMPLAINTS

16.1 You can give us feedback on the App or the Services by contacting us at contact@ascenti.co.uk or by any other method set out in clause 2.2 above.

16.2 If you wish to make a formal complaint about our Services, please contact us as soon as possible by email to contact@ascenti.co.uk or by any other method set out in clause 2.1 above. As our practitioners are regulated healthcare professionals, any complaints will be handled in accordance with any professional rules applying to our practitioners and in accordance with our complaints policy. We will seek to investigate your complaint as soon as possible and may ask you for further information about you and your complaint in order to investigate and/or address it. Please provide any requested information as soon as possible. We will provide you with details of the outcome of our investigation and give you the chance to discuss it with us in accordance with our complaints policy.

17 OTHER IMPORTANT TERMS

17.1 You represent and warrant that you are not:

17.1.1 located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country; and

17.1.2 on any US Government list of prohibited or restricted parties,

and if either of the situations in clause 17.1.1 or 17.1.2 apply to you, you are not permitted to download and use this App.

17.2 We may transfer or subcontract rights and obligations arising from these terms to third parties and we will notify you of this in writing if this happens. Any such transfer or subcontracting will not affect your rights under these terms. As your use of the App and our Services are personalised to you, you may only transfer your rights or obligations under these terms to another person if we agree in writing in advance.

17.3 If we waive, in whole or part, any rights available to us under these terms on any occasion this does not mean that those rights will automatically be waived on any other occasion.

17.4 The agreement based on these terms is between you and us however the provider of the app store (and its subsidiaries) may be third party beneficiaries of the agreement. This means that if you breach any of these terms, the provider of the app store (and its subsidiaries) have the right to enforce it and to take action against you directly, with or without our involvement. Other than the provider of the app store (and its subsidiaries), no one other than us or you has any right to enforce any of these terms.

17.5 If any provision of these terms is held to be invalid, unenforceable or illegal for any reason, the clause shall be treated as if it had been removed from the terms and the remainder of the terms shall continue in full force.

17.6 The agreement between you and us based on these terms and the use of the App or the Service are governed by the laws of England but if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the country in which you live. If you want to take court proceedings, the courts of England will have non-exclusive jurisdiction in relation to the agreement between you and us based on these terms. This means that you can choose whether to bring a claim in the Courts of England or in the courts of another part of the UK in which you live.