Atempora Ltd

Terms and Conditions

Mobile Application and website

Effective:

Last updated:

These terms govern your use of the Atempora mobile application, the services provided through it, and our website. Please read them carefully before creating an account. Our Privacy Policy, which explains how we collect, use, share and retain your personal data, is a separate document and is available "https://www.atempora.co.uk/_files/ugd/81f15d_2c31b0c73c69460faa82e32ef12359a7.pdf" and in the Application.

1. Who we are and how to contact us

1.1 We are Atempora Ltd, a company registered in England and Wales with company number 17111915. Our registered office is at 389 Queens Road, London SE14 5HD, United Kingdom.

1.2 You can contact us by email at support@atempora.co.uk or by post at the address above. Questions about your personal data should be sent to privacy@atempora.co.uk, as explained in the Privacy Policy.

1.3 If we need to contact you, we will do so through the Application, or by using the email address or phone number you gave us when you registered.

2. About these terms

2.1 These terms are a contract between you and Atempora. They apply to:

(a) the Atempora mobile application, including any updates to it (the "Application");

(b) the services we provide through the Application, including the questionnaires, the device and platform connections, and the points and rewards programme (together with the Application, the "service"); and

(c) our website at atempora.co.uk (the "website").

2.2 If you only visit the website and do not create an account, the sections headed "The website", "Intellectual property", "Acceptable use", "Our responsibility to you", "Complaints, disputes and governing law" and "General" apply to you, together with this section and the section headed "Who we are and how to contact us". The other sections apply once you create an account.

2.3 You accept these terms by creating an account, or by downloading, installing or using the Application. If you do not agree to them, you should not create an account or use the Application.

2.4 The following documents also form part of your relationship with us:

(a) the Privacy Policy, which explains how we collect, use, share and retain your personal data, including the consents we ask for and how you can withdraw them;

(b) the rules on earning and redeeming points published in the Application, which we may update as described in these terms;

(c) the terms of any redemption partner whose goods or services you obtain using points; and

(d) if a token-based reward feature is made available, the separate terms that will apply to it.

2.5 Where these terms and the Privacy Policy deal with the same subject in different ways, the Privacy Policy prevails in relation to your personal data.

2.6 Accepting these terms is not consent to the processing of your health data or other special category data. We ask for that consent separately in the Application, and you can withdraw it at any time, as explained in the Privacy Policy.

2.7 The Application is distributed through the Apple App Store and Google Play. The terms of those stores also apply to your download and use of the Application, and there are additional provisions for each store in the section headed "App store provisions".

3. Who can use the service

3.1 You may use the service only if you are aged 18 or over. We do not knowingly allow anyone under 18 to create an account, and we will close any account that we become aware belongs to someone under 18.

3.2 We currently offer the Application to users in the United Kingdom, the European Economic Area, the United States and Ukraine. We may add or remove countries from time to time. If you use the Application from a country in which we do not offer it, we may suspend or close your account.

3.3 You may hold only one account, and it must be in your own name. You may not use the service on behalf of anyone else, connect a device worn or used by anyone else, or contribute data about anyone other than yourself.

3.4 The service is for your own personal use. It is not available for business or commercial use, and you may not use it to collect, compile or resell data.

4. Your account

4.1 To use the service you must register for an account and give us the information we ask for. That information must be accurate, and you must keep it up to date.

4.2 You are responsible for keeping your login details confidential and for everything done through your account. If you think that someone else has used your account, tell us as soon as you can using the contact details above.

4.3 We may ask you to verify your identity, age or eligibility at any time, and may suspend your account while we do so.

4.4 Your account is personal to you. You may not transfer it, sell it or let anyone else use it.

5. What the service is

5.1 The Application allows you to connect wearable devices and health platforms, to answer questions about areas of your health, lifestyle and circumstances, and to contribute the resulting data to us. We combine the data contributed by many users in aggregate form to build datasets and to develop, train and test artificial intelligence models, for our own purposes and for companies that engage us to do so. In return for your contributions you earn points, which can be redeemed as described in the section headed "**Points and rewards**".

5.2 Contributing is voluntary. You do not have to connect any device or answer any question, and you can choose to answer some areas of the questionnaire and not others. If you choose not to contribute, you will not earn points for that data, and some parts of the Application may not be available to you.

5.3 The Application is not a medical device and does not provide medical advice, diagnosis or treatment. Any figures, trends, scores or other content shown to you in the Application are provided for information only, may be inaccurate or incomplete, and should not be relied on for any decision about your health. If you have a concern about your health you should consult a doctor or other qualified healthcare professional, and you should not delay doing so, or disregard professional advice, because of anything shown in the Application. If you think you may need urgent care, contact the emergency services.

5.4 We may change the service from time to time, for example by adding or removing questionnaires, device integrations or features, or by changing how points are earned. If a change would materially reduce the service, we will tell you in advance, as described in the section headed "Changes to these terms and to the service".

5.5 We try to make the Application available at all times, but we do not promise that it will be uninterrupted or free of errors. We may suspend access for maintenance, security or technical reasons, and will give you notice where it is practicable to do so.

5.6 Some features may be offered on a trial or test basis and may be changed or withdrawn without notice. Where this applies, features may be labelled as “Beta” and may be more prone to error.

6. Connecting devices and platforms

6.1 To contribute device data you connect a compatible wearable device or health platform, such as Apple Health, Health Connect or Google Health, through the Application. You control which devices and accounts are connected, and you can disconnect them at any time in the Application or in the settings of the relevant platform.

6.2 Devices and platforms are supplied by third parties under their own terms, which you are responsible for complying with. We do not supply the devices, we do not control the data they produce, and we are not responsible for their accuracy, availability or security.

6.3 We do not promise that the Application will work with any particular device or platform, or that a device that is supported today will remain supported. The list of supported devices and platforms is published in the Application and may change.

6.4 Disconnecting a device stops further data being received from it. It does not by itself delete data already received, which is dealt with in the Privacy Policy and in the section headed "Ending your account".

6.5 You should use any device in accordance with its manufacturer's instructions. Nothing in the service requires you to wear a device or answer questions in circumstances where doing so would be unsafe.

7. Contributing data

7.1 When you answer questions or connect a device, you agree that:

(a) the information you give is accurate and complete to the best of your knowledge, and is about you;

(b) any device you connect is one that you wear or use yourself;

(c) you will not fabricate, alter, duplicate or manipulate data, use another person's device, use automated means, scripts or emulators, misrepresent your location, or otherwise attempt to earn points for data that does not reflect your own answers or measurements;

(d) you will not contribute anything that is unlawful, that infringes another person's rights, or that contains information about another identifiable person; and

(e) you will not open or use more than one account, or act together with other users, in order to earn points beyond the limits indicated in the Application.

7.2 We may check contributed data for accuracy, consistency and signs of manipulation, and we may set limits on the points that can be earned in any period, for any type of data or in total, as indicated in the Application. Where we reasonably suspect that data has been fabricated or manipulated, that limits are being circumvented, or that the service is otherwise being used fraudulently, we may reject the data, withhold points while we investigate, reverse points already credited, and suspend or close your account. We will tell you if we do this, and you can ask us to review the decision.

7.3 How we use the personal data you contribute, the legal basis on which we do so, and the consents we ask for, are set out in the Privacy Policy. In summary, your device data and questionnaire answers are used within our own systems to build datasets and to develop, train and test models. Points are accumulated at the point of submission of individual contribution data. Companies that engage us receive the finished model and our report on its performance. They do not receive your data, except that in the limited verification case described in the Privacy Policy a small sample of data that does not identify you may be shared.

7.4 To the extent that any rights, including copyright or database rights, exist in the data you contribute, you grant us a worldwide, royalty-free, non-exclusive, perpetual licence to store, copy, process, combine and analyse that data, to create derived data, datasets and models

from it, and to use, license and commercialise those derived data, datasets and models for the purposes described in these terms and in the Privacy Policy. This licence is about rights in the data as content. It does not affect your rights under data protection laws, including your right to withdraw consent, which are described in the Privacy Policy.

7.5 The datasets, derived features, algorithms and models we create, and any payments we receive from the companies that engage us, belong to us. Points are the only reward you receive for contributing. You are not entitled to any share of revenue, to any ownership of or access to the datasets or models, or to information about the companies for which they are built.

7.6 Contributing data does not make you an employee, worker or contractor of ours or of any company that engages us.

7.7 If you delete your account or withdraw your consent, we stop collecting data from you. Data you have already contributed is dealt with as described in the Privacy Policy: the link between you and your contributions is permanently broken, and the contributions remain in the dataset in unlinked form.

8. Points and rewards

8.1 You earn points by contributing data in the ways described in the Application. The Application sets out what earns points and how many. We decide those rules and may change them at any time, but a change applies only to contributions made after it takes effect and does not affect points already credited. Points are credited once the relevant data has been received and, where we check it, accepted.

8.2 We may cap the number of points that can be earned in a day, week or other period, for any type of data, or in total, and may limit the number of times a particular question can be answered. Any limits are indicated in the Application and may change from time to time.

8.3 **What points are.** Points have no monetary value. They are not currency, money, a deposit or an investment, and they do not earn interest. They are not your property. Points are personal to you and cannot be sold, transferred, given to another user, pooled or exchanged for cash, except where the Application expressly allows it.

8.4 **Expiry.** Points will not expire once accumulated and issued. However if you close your account you will lose access to any accumulated points and we will not be able to restore these for you.

8.5 **Redeeming points.** You may redeem points for the rewards shown in the Application, which are supplied by partner brands (each a "redemption partner"). This may be by way of a referral code. The rewards available, the redemption partners and the number of points needed may change, and rewards may be limited in quantity or by country. Before you complete a redemption we will tell you which redemption partner is involved, what information will be shared with them, and the terms that apply. Once a redemption is confirmed it cannot be reversed, except where those terms allow it or the law requires it.

8.6 **Rewards from redemption partners.** Goods, services, vouchers or discounts obtained from a redemption partner are supplied by that partner and may be subject to their own terms and conditions, and any question about them should be raised with the partner in the first

instance. We are not the supplier of those goods or services and are not responsible for them, although we will help where we reasonably can if a problem arises. This does not affect any rights you have against the supplier of the reward.

8.7 **Adjustments.** We may adjust your points balance to correct errors, to reverse points credited for data that is later rejected, or where points were earned in breach of these terms. If we reduce your balance we will tell you why, and you can ask us to review the adjustment.

8.8 **Tax**. Depending on where you live and your circumstances, rewards you receive may be treated as taxable income**.** Any tax due on rewards you receive is your responsibility, and we do not deduct tax from rewards.

8.9 **Changing or ending the programme.** We may change or end the points and rewards programme. If we end it, or make a change that would reduce what your existing points can be redeemed for, we will give you at least 30 days' notice through the Application and by email, explain what is changing, and give you a reasonable opportunity to redeem your existing points on the current basis before the change takes effect, unless we are required to act sooner by law or because a redemption partner withdraws. We will not reduce the number of points already credited to you, other than as described under "Adjustments" above. We may make immaterial changes to the redemption program such as minor increases in points required to redeem certain rewards without provision of advance notice.

8.10 **Effect of closing your account.** Points and unredeemed rewards are lost when your account is closed, whether by you or by us, and cannot be restored if you register again. We will remind you of this before you delete your account. If we close your account for a reason other than your breach of these terms, we will give you a reasonable opportunity to redeem your points first.

9. Token-based rewards

9.1 If we make a token-based reward feature available, it will be optional, will be subject to separate terms that we will ask you to accept before you use it, and may be available only in some countries.

9.2 To use the feature you may need to provide a compatible wallet address. You would be responsible for the wallet, for its security and for the accuracy of the address you give us. Records written to a public blockchain cannot be altered or deleted by us.

9.3 Nothing in these terms is an offer of, or a promise to provide, tokens, and points do not carry any right to be converted into tokens.

9.4 Before issuing any token-based reward we may require you to verify your identity, complete sanctions and other checks, and confirm your country of residence, and we may withhold, delay or decline to issue tokens where those checks are not completed or where issuing them would, in our reasonable view, breach any law, or the rules of any platform or service provider we use.

10. Licence to use the Application

10.1 We grant you a personal, non-exclusive, non-transferable licence to download, install and use the Application on a mobile device that you own or control, for your personal use, in accordance with these terms and the rules of the app store from which you downloaded it. We may end this licence if you breach these terms.

10.2 Except to the extent that the law allows you to do so, you may not:

(a) copy, modify, translate or create derivative works of the Application or the website;

(b) reverse engineer, decompile or disassemble the Application, or attempt to obtain its source code;

(c) rent, lease, lend, sell, sublicense or otherwise distribute the Application;

(d) remove or alter any copyright, trade mark or other proprietary notice;

(e) use the Application or the website to build a competing product or service;

(f) use automated means to access the service or to extract data from it, other than as the Application is designed to allow; or

(g) attempt to identify any other user or contributor, or to extract data from any dataset or model we create.

10.3 We may release updates to the Application. Some updates may be needed for the Application to keep working, and we may stop supporting older versions of the Application or of your device's operating system. Where an update materially changes the service, the section headed "Changes to these terms and to the service" applies.

10.4 The Application uses the internet and storage on your device. You are responsible for any charges from your network provider and for keeping your device and its operating system up to date.

11. Intellectual property

11.1 The Application, the website and everything in them, including the software, design, text, images and questionnaires, the datasets, derived features, algorithms and models we create, and the ATEMPORA name and logo, are owned by us or our licensors and are protected by intellectual property laws. Apart from the licence in these terms, nothing in them gives you any rights in them.

11.2 If you give us feedback, suggestions or ideas about the service, we may use them without any obligation to you.

12. Acceptable use

12.1 You may not use the service or the website:

(a) in any way that breaks the law, or for any fraudulent or harmful purpose;

(b) to impersonate any person, or to misrepresent your identity or your connection with any person;

(c) to introduce viruses or other harmful code, or to interfere with the security or operation of the Application, the website or the systems on which they run;

(d) to gain, or attempt to gain, unauthorised access to any account, system or data;

(e) to harass, abuse or harm any of our staff or any other user;

(f) to use any token-based reward feature from a country where it is not offered, to circumvent any geographic or eligibility restriction, or to provide a wallet address that you do not own or control; or

(g) in connection with money laundering, terrorist financing or a breach of sanctions.

12.2 If you breach this section we may suspend or close your account, and we may report the matter to the relevant authorities.

13. The website

13.1 The website provides information about us and the service. You do not need an account to use it. We may change or remove content on the website at any time.

13.2 Content on the website is general information and is not advice. We try to keep it accurate and up to date, but we do not promise that it is complete or free from errors.

13.3 The website may contain links to third-party sites. We do not control those sites and are not responsible for their content. A link does not mean that we endorse the site it leads to.

13.4 The website uses cookies, which are dealt with in our cookie policy. Choices you make on the website do not change the settings in the Application.

14. App store provisions

14.1 **Apple App Store.** If you downloaded the Application from the Apple App Store, the following applies in addition to the rest of these terms:

(a) these terms are between you and us only, and not with Apple Inc. ("Apple"). Apple is not responsible for the Application or its content;

(b) the licence granted to you is limited to a non-transferable licence to use the Application on Apple-branded products that you own or control, as permitted by the usage rules set out in the Apple Media Services Terms and Conditions;

(c) Apple has no obligation to provide maintenance or support services for the Application;

(d) if the Application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price, if any, to you. To the maximum extent permitted by law, Apple has no other warranty obligation in relation to the Application;

(e) Apple is not responsible for addressing any claim by you or any third party relating to the Application or your use of it, including product liability claims, any claim that the

Application fails to conform to a legal or regulatory requirement, and claims under consumer protection or similar law;

(f) if a third party claims that the Application infringes its intellectual property rights, we, and not Apple, are responsible for the investigation, defence, settlement and discharge of that claim;

(g) you confirm that you are not located in a country that is subject to a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country, and that you are not listed on any United States Government list of prohibited or restricted parties;

(h) you must comply with any applicable third-party terms when using the Application, such as the terms of your mobile network provider; and

(i) Apple and its subsidiaries are third-party beneficiaries of these terms and may enforce them against you.

14.2 **Google Play.** If you downloaded the Application from Google Play, the Google Play Terms of Service apply in addition to these terms. Google is not a party to these terms and has no obligation to you in relation to the Application.

15. Privacy and communications

15.1 Our Privacy Policy explains what personal data we collect, how we use and share it, how long we keep it, where it is processed, and the rights you have. It also explains that consent to the processing of health data and other special category data is asked for separately in the Application and can be withdrawn at any time.

15.2 We may send you messages about the service, such as notices about your account, your points, changes to these terms, and security matters. These messages are part of the service and you will receive them while your account is open.

15.3 We will send you marketing messages only where you have agreed to receive them, and you can opt out at any time.

15.4 You can turn off push notifications in your device settings. If you do, we may send service messages by email instead.

16. Closing your account

16.1 Where you close your account: you can delete your account at any time in the Application or by contacting us. When you do:

(a) we delete the personal information held in your account and permanently erase the link between you and the data you have contributed;

(b) that break cannot be reversed, including if you register again later with the same details, and we will not be able to restore your contribution history, your points balance or any unredeemed rewards;

(c) the device data and questionnaire answers you contributed remain in the dataset in unlinked form and continue to be used as described in the Privacy Policy; and

(d) these terms end, apart from the provisions that by their nature continue to apply, including the licence in the section headed "Contributing data" and the sections headed "Intellectual property", "Our responsibility to you" and "Complaints, disputes and governing law".

16.2 Where we may close your account: we may suspend or close your account, or restrict the features available to you, if:

(a) you breach these terms in a way that is serious, or that you do not put right within 14 days of our asking you to;

(b) we reasonably believe that you have fabricated or manipulated data, or are otherwise using the service fraudulently;

(c) we are required to do so by law, by a court or regulator, or by the terms of an app store or device platform;

(d) your account has been inactive for 24 consecutive months and we have given you at least 30 days' notice; or

(e) we withdraw the service, or stop offering it in your country, in which case we will give you at least 60 days' notice where we are able to.

16.3 If we close your account for a reason other than your breach of these terms or suspected fraud, we will give you a reasonable opportunity to redeem your points first. If we close it for breach or suspected fraud, points and unredeemed rewards are forfeited. We will tell you the reason for any suspension or closure, unless the law prevents us from doing so, and you can ask us to review the decision through the complaints process described below.

17. Changes to these terms and to the service

17.1 We may change these terms:

(a) to reflect changes in the law or in regulatory requirements;

(b) to reflect changes to the service, such as new features, new device or platform integrations, or changes to the points and rewards programme;

(c) to address security, technical or operational issues; or

(d) to make them clearer.

17.2 Where a change is material, or would be to your disadvantage, we will tell you through the Application or by email at least 14 days before it takes effect, and we will explain what has changed. Where these terms provide for a longer notice period, for example for ending or changing the points and rewards programme or for withdrawing the service, the longer period applies. If you do not agree to the change you can delete your account before it takes effect. If you continue to use the service after that date, the changed terms will apply to you.

17.3 Minor changes, such as corrections and clarifications, take effect when the updated terms are published, and the date at the top of these terms will be updated.

17.4 Changes to how points are earned apply only to contributions made after the change. Changes that reduce the value of existing points are dealt with in the section headed "Points and rewards".

18. Our responsibility to you

18.1 We are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or failing to use reasonable care and skill. Loss or damage is foreseeable if it is obvious that it will happen, or if, at the time you accepted these terms, both we and you knew that it might happen.

18.2 We are not responsible for:

(a) loss or damage that was not foreseeable;

(b) loss or damage caused by a device, platform, app store or redemption partner, or by anything outside our reasonable control;

(c) loss or damage caused by your breach of these terms, or by your failure to keep your login details secure;

(d) any decision you make about your health, treatment, diet, exercise or lifestyle in reliance on anything shown in the Application; or

(e) loss of points where your account is closed for breach or suspected fraud, or where the loss results from your own deletion of your account.

18.3 The service is provided for your personal use. We are not responsible for any business loss, including loss of profit, business, revenue or opportunity.

18.4 If the Application damages a device or other digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

18.5 We do not exclude or limit our responsibility to you where it would be unlawful to do so. This includes responsibility for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, and for your rights as a consumer, including under the Consumer Rights Act 2015 and, if you live in the European Economic Area, under the consumer laws of the country where you live.

18.6 Our total responsibility to you for all claims arising under or in connection with these terms is limited to £100 or, if greater, the value of the rewards you have redeemed in the 12 months before the event giving rise to the claim. This limit does not apply to any responsibility that we cannot limit by law, as described in the next paragraph.

19. Consumer rights and cancellation

19.1 Nothing in these terms affects any rights you have under consumer protection law that cannot be excluded by agreement. If you live outside the United Kingdom, you keep the protection of any mandatory consumer law of the country or state where you live.

19.2 Because the service is provided without charge, you can end this contract at any time by deleting your account, as described in the section headed "Ending your account". You do not need to give a reason.

19.3 If you have a statutory right to cancel this contract within 14 days of accepting these terms, you can exercise it by deleting your account or by telling us in writing at the contact details above.

20. Complaints, disputes and governing law

20.1 If you have a complaint about the service, contact us first at support@atempora.co.uk. We will acknowledge your complaint and aim to respond substantively within one month. Complaints about how we have handled your personal data follow the process set out in the Privacy Policy.

20.2 We are not obliged to use, and do not use, an alternative dispute resolution provider. If we cannot resolve your complaint, we will tell you so in writing.

20.3 These terms, and any dispute arising from them or from your use of the service or the website, are governed by the law of England and Wales.

20.4 You can bring legal proceedings in respect of these terms in the courts of England and Wales or, if you live in Scotland or Northern Ireland, in the courts there.

20.5 If you live outside the United Kingdom, the choice of English law does not deprive you of the protection of the mandatory consumer protection provisions of the law of the country or state where you live, and you may be entitled to bring proceedings in the courts of that country or state.

21. General

21.1 We may transfer our rights and obligations under these terms to another organisation, for example if our business is sold or reorganised. We will tell you if this happens, and we will ensure that the transfer does not adversely affect your rights under these terms. You may not transfer your rights or obligations under these terms to anyone else.

21.2 These terms are between you and us. No one else has any right to enforce them, apart from Apple as described in the section headed "App store provisions".

21.3 Each paragraph of these terms operates separately. If any part is found by a court or regulator to be unlawful or unenforceable, the rest continues in effect.

21.4 If we delay in enforcing these terms, or do not enforce them on one occasion, we can still enforce them later.

21.5 We may give you notices through the Application, by email, or by other electronic means. You may give us notice by email at support@atempora.co.uk or by post at our registered office address.

21.6 These terms are written in English. If we provide a translation, the translation is for convenience only and the English version applies if there is any difference between them.

21.7 Nothing in these terms creates a partnership, employment or agency relationship between you and us.