

Ask Joan Mobile App EULA

1 Please read these licence terms carefully

- 1.1 By using the Ask Joan app you are agreeing to these terms.
- 1.2 If you do not agree to these terms then do not use the app. If you have been given access to the App via a scheme run by your local authority, a charity, the police or another organisation then please tell that organisation about your concerns to see if they can resolve them.

2 Who we are and what this Agreement does

- 2.1 We are Viviplu Limited (a company registered in England and Wales with company number 16102436). Our registered office address is Viviplu Limited, 1 London Road, Southampton, SO15 2AE. You can contact us by email at info@viviplu.co.uk.
- 2.2 On the terms of this End User Licence Agreement (**EULA**) we license you to use:
 - 2.2.1 the Ask Joan mobile application software (**App**) and any updates or supplements to it; and
 - 2.2.2 the related documentation (**Documentation**).

3 INTENDED USE AND LIMITATIONS OF THE ASK JOAN APP

- Please read the following information carefully. It explains the intended usage of the App and its technical limitations. Please also read clause 16 below which explains the extent we are liable to you in relation to the App.
- 3.1 The App allows you to inconspicuously alert a trusted contact if you feel unsafe. The alert is triggered by you switching a high-powered domestic electronic appliance on and off repeatedly in order to generate an usual surge pattern in your electricity usage. The App integrates with your electricity smart meter to monitor for these unusual surges and sends an alert to your chosen contact by text message when an unusual surge is detected.
 - 3.2 The App is not a personal alarm service. If you are in danger you must call 999. The App cannot be configured to send an alert to the emergency services.
 - 3.3 Please remember that raising an alert does not guarantee that you will receive assistance. For example, the person set up to receive the alert may not be monitoring their phone at that time, or they may not have network connectivity. Circumstances such as these are entirely outside of our control. Because of this, we do not offer the App as a consistent way of requesting support in a domestic violence situation, especially in case of an emergency when you must ring 999 instead.
 - 3.4 The App will not function correctly in the following circumstances, which are outside of our control:
 - 3.4.1 the App is not correctly configured by you (please follow the in-App instructions on how to obtain assistance if you have any difficulty setting it up);
 - 3.4.2 your energy smart meter/monitor is defective, disconnected or is switched off at the time of an alert activation or there is a power failure;
 - 3.4.3 the mobile device that the App is installed on is defective or is switched off or does not have an internet connection at the time of an alert activation; and/or
 - 3.4.4 the person who you have configured to receive an alert cannot receive the message because their phone is switched off, they do not have network connectivity, their device is defective, etc.

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| 3.5 | The App has not been developed for your specific needs. Please think carefully whether it will help you in your particular circumstances. If you have been granted access to the App via a scheme operated by your local authority, a charity, the police, or some other organisation then please speak to them if you have any concerns about whether the App will help you. |
| 3.6 | It is important that you keep the App, and the device it is installed on, up to date by promptly installing all recommended updates. Otherwise the App may not function correctly, even though you think you are triggering an alert. |

4 Your privacy

- 4.1 If you are granted access to the App through a scheme offered by your local authority, a charity, the police or another organisation then:
- 4.1.1 the organisation who has arranged your access is the data controller in relation to any personal data of yours that is processed in order for us to provide the App; and
 - 4.1.2 we are acting as that organisation's data processor to the extent that we process your personal data in order to supply the App and Documentation to you. Usually we will not process any personal information in order to do this because the organisation who granted you access will only refer to you using an anonymised ID number and we do not collect information which identifies you via the App.
- 4.2 If you access the App directly (i.e. not as part of a scheme operated by a local authority, charity, the police or other organisation) then we are the data controller. Information about how we use your personal data to supply the App and Documentation to you is set out in our Privacy Policy at www.viviplu.co.uk.
- 4.3 If you contact us for help with setting up the App then we will process your personal information as a data controller. You can find more information in our Privacy Policy at the above address.

5 App store rules

- 5.1 If you have downloaded the App from the Apple App Store then the ways in which you can use the App and Documentation may also be controlled by the App Store terms (accessible from www.apple.com/uk/legal/internet-services/itunes). If there is a conflict between the Apple App Store terms and this EULA then the App Store terms will override.
- 5.2 If you have downloaded the App from the Google Play app store then the ways in which you can use the App and Documentation may be controlled by the Google Play terms (accessible from <https://play.google.com/about/play-terms/index.html>). If there is a conflict between the Google Play app store terms and this EULA then the Google Play terms will override.

6 Support for the App and how to tell us about problems

- 6.1 Please follow the instructions within the App to obtain technical support. If your access to the App is part of a scheme arranged by another organisation then you can also speak to that organisation for help.
- 6.2 If you think the App is faulty or misdescribed or wish to contact us for any other reason please contact us using the details set out in clause 2.1 above.

7 How you may use the App, including how many devices you may use it on

- 7.1 In return for your agreeing to follow this EULA, you may:
- 7.1.1 download or stream a copy of the App on your device(s) and view, use and display the App on such devices for your personal purposes only;

- 7.1.2 use the Documentation to support your permitted use of the App; and
- 7.1.3 receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors that we may provide to you.

7.2 You must be 18 or over to accept this EULA.

8 You may not transfer the App to someone else

8.1 You may not transfer the App to someone else, whether for money, for anything else, or for free.

8.2 If you sell any device on which the App is installed, you must remove the App from it.

9 Changes to this EULA

9.1 We may need to change this EULA to reflect changes in law or best practice or to deal with additional features which we introduce.

9.2 Unless we need to make a change more quickly in order to comply with a change in law, we will give you at least 14 days' notice of any change to this EULA. We will give you notice of the change within the App.

9.3 If you do not accept the notified changes you will not be permitted to continue to use the App. If you have paid to use the App then you may be entitled to a refund. You should contact us using the details set out in clause 2.1 above.

10 Updates to the App

From time to time we may automatically update the App to improve performance, enhance functionality or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install these updates, or if you opt out of automatic updates, you may not be able to continue using the App or it may not work as intended.

11 If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for following this EULA, whether or not you own the phone or other device.

12 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. Those sites are not under our control. We are not responsible for them and we have not checked and approved their content or their privacy policies (if any).

13 Licence restrictions

13.1 You agree that you will:

- 13.1.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Documentation in any form, in whole or in part to any person without prior written consent from us;
- 13.1.2 not copy the App or Documentation, except as part of the normal use of the App or where it is necessary for the purpose of keeping a back-up;
- 13.1.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Documentation;
- 13.1.4 not 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 this EULA;

- 13.1.5 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:
- (a) is not disclosed or communicated without our 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
 - (b) is not used to create any software that is substantially similar in its expression to the App;
 - (c) is kept secure; and
 - (d) is used only for the Permitted Objective;
- 13.1.6 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

14 Acceptable use restrictions

14.1 You must:

- 14.1.1 not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App;
- 14.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App;
- 14.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- 14.1.4 not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 14.1.5 not collect or harvest any information or data from any our systems or attempt to decipher any transmissions to or from the servers running any service relating to the App.

15 Intellectual property rights

- 15.1 All intellectual property rights in the App and the Documentation throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you.
- 15.2 You have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these this EULA.

16 Our responsibility for loss or damage suffered by you – PLEASE READ CAREFULLY

- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to follow this EULA, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this EULA or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted this EULA, both we and you knew it might happen. Please read clause 3 above carefully. If you suffer a loss or damage as a result of using the App

in a way it is not intended to be used then that loss or damage will not be a foreseeable result of us breaking this EULA.

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

16.3 **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. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16.4 **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.

16.5 **We are not liable for circumstances outside of our control.** If you suffer a loss or damage due to circumstances which are not reasonably within our control, including the circumstances described in clause 3 above, then we will not be liable to you.

17 **We may end your rights to use the App if you break this EULA**

17.1 We may end your rights to use the App at any time by contacting you if you have broken this EULA in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

17.2 If we end your rights to use the App and Services:

17.2.1 you must stop all activities authorised by this EULA, including your use of the App;

17.2.2 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; and

17.2.3 we may remotely access your devices and remove the App from them.

18 **Other important terms**

18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under this EULA to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the EULA.

18.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

18.3 **No rights for third parties.** This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

18.4 **If a court finds a part of this contract illegal, the rest will continue in force.** Each of the clauses of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

18.5 **Even if we delay in enforcing this EULA, we can still enforce it later.** Even if we delay in enforcing this EULA, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this EULA, or if we delay in taking steps against you in respect of your breaking this EULA, 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.

- 18.6 **Which laws apply to this EULA and where you may bring legal proceedings.** This EULA is 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.