

Limbic AI Wellbeing Companion - Terms of Use (Canada)

V1.0 (06 JUNE 2024)

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT AND RELATE TO IMPORTANT MATTERS (INCLUDING THE LIMITATION OF OUR LIABILITY UNDER CLAUSE 2)

BY USING THIS SOFTWARE, YOU AGREE TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS THEN YOU MUST NOT USE THE SOFTWARE.

1 WHO WE ARE AND WHAT THESE TERMS RELATE TO

- 1.1 We are Limbic Limited (“**We**”, “**us**” or “**our**”).
- 1.2 These terms of use (the “**Terms**”) relate to the following software products owned and/or operated by us:
 - 1.2.1 the mobile application software available on iOS and Android known in different forms as Limbic AI Wellbeing Companion, (as it may be rebranded, renamed or localised from time to time) the data supplied with such software, and any updates or supplements to it (the “**App**”);
 - 1.2.2 all related documentation and user guides relating to the Software (“**Documentation**”); and
 - 1.2.3 the service(s) you connect to and receive via the App and the content We provide to you through them (the “**Service**”).
- 1.3 We grant you a licence to use the Software, Documentation and Services strictly in accordance with these Terms.
- 1.4 The Software is intended to be used to assist individuals in monitoring their wellness and receiving information to support their wellbeing and wellness goals. More information may be provided to you separately regarding the Services and the purposes, features and functionality of the Software but, in short:

2 DISCLAIMER AND OUR LIMITATION ON LIABILITY

- 2.1 THE SOFTWARE IS INTENDED TO BE USED AS A TOOL FOR WELLBEING SUPPORT. LIMBIC AI WELLBEING COMPANION IS NOT INTENDED TO REPLACE OR BE USED AS A SUBSTITUTE FOR PROFESSIONAL DIAGNOSIS, ADVICE, GUIDANCE OR TREATMENT DELIVERED BY A QUALIFIED HEALTHCARE PROFESSIONAL. ENSURE ADVICE IS SOUGHT FROM A QUALIFIED THERAPIST, PHYSICIAN, CLINICIAN OR ANY OTHER QUALIFIED HEALTH CARE PROFESSIONAL FOR ANY MEDICAL, MENTAL, PSYCHOLOGICAL OR HEALTH RELATED ISSUES. IN THE EVENT OF A CONFIRMED MEDICAL OR MENTAL CONDITION, PLEASE CONSULT WITH YOUR PHYSICIAN.
- 2.2 IN THE EVENT OF A MEDICAL EMERGENCY, ENSURE YOU CONTACT YOUR LOCAL EMERGENCY DISPATCH CENTER IMMEDIATELY OR SUICIDE PREVENTION LIFELINE OR SUPPORT TEAM.

- 2.3 WE MAKE NO CLAIMS, AND OFFERS NO WARRANTY OR REPRESENTATION, REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, MEDICAL EFFECT, SIGNIFICANCE OR OTHERWISE RELATING TO THE INSIGHTS, INFORMATION OR DATA MADE AVAILABLE THROUGH THE SOFTWARE OR AS A RESULT OF ANY SERVICE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, IN RELATION TO ANY LIMBIC GENERATED DATA). WE OFFER NO MEDICAL OR OTHER ADVICE AND NO RELIANCE SHOULD BE PLACED ON THE SOFTWARE, THE SERVICES OR ANY PRODUCT OF THEM. WE PROMISE NO BENEFITS OR RESULTS OF ANY USE OF THE SOFTWARE OR SERVICES.
- 2.4 THE SOFTWARE AND THE SERVICES HAVE NOT BEEN SPECIFICALLY DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS. USE OF THE SOFTWARE MUST BE MADE ONLY AT YOUR OWN DISCRETION.
- 2.5 Nothing in these Terms limits or excludes any liability which may not be so limited or excluded by law. 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.
- 2.6 We warrant that the Software will operate materially in accordance with any specification which may be agreed to in writing by us from time to time. If defective digital content that We have supplied is directly and solely responsible for damaging 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.
- 2.7 All warranties, representations or covenants which may otherwise be implied (under statute, common law or otherwise) are hereby expressly excluded to the maximum extent permitted by law.
- 2.8 Subject to clauses 2.2 and 2.3, We aggregate liability to any end user or third party under or in connection with these Terms or use of the Software or Services shall not exceed the greater of:
- 2.8.1 \$1; or
- 2.8.2 the total amount of fees paid to Us by such person for or in connection with its use of the Software or Services.
- 2.9 Subject to clause 2.2, We have no liability to you for:
- 2.9.1 any loss of profit, loss of business, business interruption, or loss of business opportunity;
- 2.9.2 loss of data (We recommend that you back up any content and data used in connection with the Software, to protect yourself in case of problems with the Software or the Service); or
- 2.9.3 other indirect or consequential losses.
- 2.10 If our provision of the Software or Services 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. 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 and receive a refund for any Services you have paid for but not received.

3 FEES AND COSTS

- 3.1 We reserve the right to charge for the Software and Services and such fees and charges shall be set out in an amendment to these Terms or by way of a separate agreement between you and Us.
- 3.2 Failure to pay any such fees may result in your access to the Software and Services being withdrawn without further notice.

4 YOUR DATA AND PRIVACY

- 4.1 Under data protection laws, We are required to provide you with certain information about who We are, how We process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in Our Privacy Policy (available [here](#)) and it is important that you read that information.
- 4.2 Please be aware that internet transmissions are never completely private or secure and that, while We take steps to ensure the security of your information, any message or information you send using the Software or any Service may be read or intercepted by others, even if the transmission is encrypted.

5 ADDITIONAL TERMS

- 5.1 In addition to our privacy policy, please note that your use of the Software and Services may be subject to additional terms and conditions communicated to you by us from time to time (including within the Software).
- 5.2 Your use of the App may also be subject to the terms and conditions of the app store from which you downloaded it.

6 SUPPORT

- 6.1 If you think the Software or the Services are faulty or misdescribed or wish to contact Us for any other reason please use the technical support channel in the App.

7 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:

- 7.1 download, access or stream a copy of the Software onto such number of devices as We permit from time to time and view, use and display the Software and the Services on such devices for your the purposes described herein only;
- 7.2 use any Documentation to support your permitted use of the Software and the Services; and
- 7.3 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as We may provide to you.

8 YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the Software and the Services as set out above. You may not transfer or share your use of the Software or Services to anybody else, whether for money, for anything else or for free. If you dispose of any device on which the Software is installed, you must remove the Software from it.

9 CHANGES TO THESE TERMS

- 9.1 We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which We introduce.
- 9.2 We will endeavour to give you at least 30 days' notice of any changes to these Terms. Failure to accept any changes to these Terms may mean that you are unable to use all or part of the Software.

10 UPDATE TO THE SOFTWARE AND CHANGES TO THE SERVICE

- 10.1 From time to time We may automatically update the Software and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, We may ask you to update the Software for these reasons.
- 10.2 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 Software and the Services.

11 IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the Software 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 complying with these terms, whether or not you own the phone or other device.

12 WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

- 12.1 By using the Software or any of the Services, you agree to us collecting and using technical information about the devices you use the Software on and related software, hardware and peripherals to improve our products and to provide any Services to you. Where required, additional consents or permission dialogues will be presented to you for these purposes.

13 WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU NAVIGATE TO

- 13.1 The Software or any Service may contain links to other websites which are not provided by Us. Such 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).
- 13.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

14 USAGE AND LICENCE RESTRICTIONS

- 14.1 You agree that you will:
 - 14.1.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the Software or the Services in any form, in whole or in part to any person without prior written consent from us;
 - 14.1.2 not copy the Software, Documentation or Services, except as part of the normal use or where it is necessary for the purpose of back-up or operational security;
 - 14.1.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the Software, Documentation or Services nor permit the Software or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the same as permitted in these Terms;

- 14.1.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software or the Services
- 14.1.5 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Software or any Service;
- 14.1.6 not use the Software or any Service 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 Software, any Service or any operating system;
- 14.1.7 not infringe our intellectual property rights or those of any third party in relation to your use of the Software or any Service, including by the submission of any material;
- 14.1.8 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software or any Service;
- 14.1.9 not use the Software or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 14.1.10 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

14.2 You further agree that:

- 14.2.1 you are participating of your own free will, having given your informed, specific consent to participate;
- 14.2.2 you will not provide any personal data relating to any identifiable third party within the Software or via any Service; and
- 14.2.3 you will not place any reliance on any suggestion, recommendation or other output of the Software.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 All rights and interests (including intellectual property rights) in the Software, Documentation and Services belong to and shall remain vested in Us.
- 15.2 For the avoidance of doubt, access to the Software, Documentation and Services is licensed (not sold) to you. You have no intellectual property rights in, or to, the Software, the Documentation or the Services other than the right to use them in accordance with these Terms.
- 15.3 You retain ownership of your own data, provided that We may make, and will own all intellectual property rights in, an anonymised copy of such data (so that it cannot be attributed to any identifiable individual), which it may use for its own commercial purposes (including to train the model used to generate Limbic Generated Data. For more information, refer to our Privacy Notice.

16 WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES

- 16.1 We reserve the right to end your right to use the Software or Services at any time by notifying you. If you have paid for a Service which would be interrupted by our cancellation, We will provide you with reasonable compensation.

16.2 We may end your rights to use the Software and Services 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.

16.3 If We end your rights to use the Software:

16.3.1 You must stop all activities authorised by these terms, including your use of the Software and any Services.

16.3.2 You must delete or remove the Software from all devices in your possession and immediately destroy all copies of the Software which you have and confirm to us that you have done this.

16.3.3 We may remotely access your devices and remove the Software from them and cease providing you with access to the Services.

17 **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

17.1 We may transfer our rights and obligations under these terms 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 contract.

18 **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

18.1 You may only transfer your rights or your obligations under these Terms to another person if We agree in writing.

19 **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

19.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

20 **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

20.1 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.

21 **GOVERNING LAW & JURISDICTION**

22 These terms are governed by English law and you can bring legal proceedings in respect of the products in the courts of the United Kingdom.