



Terms of Use

V2.0 (6TH August 2023)

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 (the “**Company**”, “**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 website chatbot software known as Limbic Access (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 “**Web Chatbot**”);
 - 1.2.2 the mobile application software available on iOS and Android known in different forms as Limbic Care (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**”);
 - 1.2.3 the web-based applications known as Limbic Therapist Portal and Limbic Admin Portal (as it may be rebranded, renamed or localised from time to time), the data supplied with such application and any updates or supplements to it (the “**Dashboards**” and, together with the App, and the Web Chatbot, the “**Software**”);
 - 1.2.4 all related documentation and user guides relating to the Software (“**Documentation**”); and
 - 1.2.5 the service(s) you connect to and receive via the App and the Dashboard 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 both patients and clinicians in obtaining and analysing data relating to matters concerning mental health. More information may be provided to you separately regarding the Services and the purposes, features and functionality of the Software but, in short:
 - 1.4.1 The App is the patient-facing element of the Software. It will record (in some cases automatically and in other cases following manual input by the patient) certain



information relating to a patient's mental health, mood, activity levels, sleep patterns and other metrics. Such information may be used in conjunction with Limbic's proprietary methodology to generate new metrics, such as emotion indicators ("**Limbic Generated Data**"). Such information may be shared with the clinician-facing Dashboard.

- 1.4.2 The Dashboards are the clinician-facing element of the Software. They collate, and enable clinicians to analyse and filter the information obtained within the App (and the Limbic Generated Data) to assist clinicians with patient care.

2 **DISCLAIMER AND OUR LIMITATION ON LIABILITY**

- 2.1 THE SOFTWARE IS INTENDED TO BE USED AS A TOOL FOR INFORMATION COLLECTION AND ANALYSIS ONLY, AND AS PART OF A WIDER PROGRAMME OF PATIENT CARE BY CLINICIANS.

THE COMPANY MAKES 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). THE COMPANY OFFERS NO MEDICAL OR OTHER ADVICE AND NO RELIANCE SHOULD BE PLACED ON THE SOFTWARE, THE SERVICES OR ANY PRODUCT OF THEM. THE COMPANY PROMISES NO BENEFITS OR RESULTS OF ANY USE OF THE SOFTWARE OR SERVICES.

THE SOFTWARE AND THE SERVICES HAVE NOT BEEN SPECIFICALLY DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS. USE OF THE SOFTWARE MUST BE MADE ONLY AT PATIENTS' AND CLINICIANS' OWN DISCRETION, FOLLOWING GUIDANCE FROM THE RELEVANT CLINICIAN AND/OR OTHER SUITABLY QUALIFIED PROFESSIONALS.

- 2.2 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.
- 2.3 The Company warrants 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.
- 2.4 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.
- 2.5 Subject to clauses 2.2 and 2.3, the Company's 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:

- 2.5.1 £1; or



2.5.2 the total amount of fees paid to the Company by such person for or in connection with its use of the Software or Services.

2.6 Subject to clause 2.2, we have no liability to you for:

2.6.1 any loss of profit, loss of business, business interruption, or loss of business opportunity;

2.6.2 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

2.6.3 other indirect or consequential losses.

2.7 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 The Company reserves 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 the Company.

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 legislation, 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: limbic.ai/website-privacy) 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 want to learn more about the Software or the Service or have any problems using them please reach out via the support section in the Dashboard or the App, or by emailing customersupport@limbic.ai.
- 6.2 If you think the Software or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at customersupport@limbic.ai.

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 MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP

You must be 18 or over to use the Software.

9 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.

10 CHANGES TO THESE TERMS

- 10.1 We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 10.2 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.

11 UPDATE TO THE SOFTWARE AND CHANGES TO THE SERVICE

- 11.1 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.
- 11.2 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.



12 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.

13 WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

13.1 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.

14 WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

14.1 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).

14.2 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.

15 USAGE AND LICENCE RESTRICTIONS

15.1 You agree that you will:

15.1.1 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;

15.1.2 not copy the Software, Documentation or Services, except as part of the normal use of the same or where it is necessary for the purpose of back-up or operational security;

15.1.3 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;

15.1.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software or the Services 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 Software 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:

15.1.4.1 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;



- 15.1.4.2 is not used to create any software that is substantially similar in its expression to the Software;
 - 15.1.4.3 is kept secure; and
 - 15.1.4.4 is used only for the Permitted Objective;
 - 15.1.5 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;
 - 15.1.6 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;
 - 15.1.7 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;
 - 15.1.8 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software or any Service;
 - 15.1.9 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
 - 15.1.10 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.
- 15.2 If you are a patient, you further agree that:
- 15.2.1 you will use the Software and Services if and as directed to do so by a qualified healthcare professional where required and in accordance with: (i) the guidance given to you by such professional; and (ii) these Terms;
 - 15.2.2 you are participating of your own free will, having given your informed, specific consent to participate;
 - 15.2.3 if you are using the Software or Service with a clinician, this individual is duly authorised to treat you and access your personal data;
 - 15.2.4 you will not provide any personal data relating to any identifiable third party within the Software or via any Service; and
 - 15.2.5 you will not place any reliance on any suggestion, recommendation or other output of the Software.
- 15.3 If you are a clinician, you further agree that:
- 15.3.1 you have fully explained the use of the Software to your participating patients;
 - 15.3.2 all participating patients are participating of their own free will and have given their informed, specific consent to participate;
 - 15.3.3 you are lawfully and properly engaged by all participating patients and are duly authorised to view and share personal data with them through the Software;



- 15.3.4 you will not access any personal data relating to any third party who is not a participating patient (or which you do not otherwise have a lawful right to access) and will immediately inform the Company of any such personal data which comes to your attention;
- 15.3.5 you will promptly notify the Company of any errors with the Software or any inaccuracies of the data within;
- 15.3.6 you agree to these Terms on your own behalf and on behalf of the participating clinic. Any obligation in these Terms on a clinician includes an obligation for such clinician's clinic to procure the performance of such obligation by any of its participating clinicians; and
- 15.3.7 you will use your own training and insight to deliver results to your patients and will not rely solely on any output of the Software.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 All rights and interests (including intellectual property rights) in the Software, Documentation and Services belong to and shall remain vested in the Company.
- 16.2 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.
- 16.3 You retain ownership of your own data, provided that the Company 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 policy.

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

- 17.1 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.
- 17.2 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.
- 17.3 If we end your rights to use the Software:
 - 17.3.1 You must stop all activities authorised by these terms, including your use of the Software and any Services.
 - 17.3.2 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.
 - 17.3.3 We may remotely access your devices and remove the Software from them and cease providing you with access to the Services.



18 WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

18.1 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.

19 YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

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

20 NO RIGHTS FOR THIRD PARTIES

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

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

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.

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

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

23 WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

23.1 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.