

MFL APPS BY MINDS FOR LIFE – APP TERMS

These App Terms govern your use of Minds for Life Apps (**MFL Apps**) and your relationship with MindZone Group Limited (trading as Minds for Life), of Peninsular House, 36 Monument Street, London, EC3R 8LJ (**Minds for Life, we or us**). Please read them carefully as they affect your rights and responsibilities under the law. If you do not agree to these App Terms, please do not register for or use MFL Apps. If you have any questions on the App Terms, please contact support@mindsforlife.com.

These App Terms do not restrict any overriding rights that you may have as a consumer, which law does not allow us to restrict. For detailed information on consumer rights please visit the Citizens Advice website, www.citizensadvice.org.uk.

1 USE OF MFL APPS

- 1.1 MFL Apps are provided to you for your personal, non-transferable use subject to these App Terms. By using MFL Apps you agree to be bound by these App Terms.
- 1.2 You should not use MFL Apps and should not accept these App Terms if you are a person prohibited from using MFL Apps under the laws of the country in which you are resident or from which you use MFL Apps.

2 CHANGES TO THESE APP TERMS

- 2.1 We may change these App Terms from time to time for legal or regulatory reasons or to facilitate technical adjustments and improvements (for example to address a data security threat).
- 2.2 Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable notification via MFL Apps. The changes will apply to your use of MFL Apps after we have given notice. If you do not wish to accept the new App Terms you should not continue to use MFL Apps. If you continue to use MFL Apps after the date on which the change comes into effect, your use of MFL Apps indicates your agreement to be bound by the new App Terms.

3 REGISTRATION ON MFL APPS

- 3.1 To register yourself on MFL Apps you must be over 18 years of age.
- 3.2 If you are under 18 years of age you must get the consent of your parent or guardian to register on MFL Apps by having them provide their full name and email address to us. We may verify the information to ensure that you have the consent of a parent or guardian.
- 3.3 You must ensure that the details provided by you on registration or at any time are correct and complete and, where necessary, that you have the consent of the person to whom the data relates.
- 3.4 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively. You can do this by logging into the “profile” section on MFL Apps or by emailing us at the address given in the “How to Contact Us” section of these App Terms.
- 3.5 You can cancel your registration at any time by logging into your “profile” section on MFL Apps and deactivating your account.

4 **PASSWORD AND SECURITY**

- 4.1 When you register to use MFL Apps you will be asked to create a password. In order to prevent fraud, and to secure your information, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should emailing us at the address given in the “How to Contact Us” section of these App Terms immediately so that we can temporarily block your account and arrange for a reset of your password. If you fail to notify us or change your password yourself your information could be at risk of getting into the wrong hands. We cannot be liable for any lost or compromised data resulting from your failure to keep your password and login credentials secure or from your failure to notify us immediately if you suspect that someone else may have access to your password and/or login credentials.
- 4.2 If Minds for Life has reason to believe that there is likely to be a breach of security, we may require you to change your password or we may suspend your account until such time as we have checked the security on your account and reset your password and login credentials.

5 **APPLE APP STORE**

- 5.1 You have downloaded MFL Apps from the Apple app store and you are subject to that app store’s applicable terms and conditions, including any usage rules. This section 5 sets out some terms and conditions which you and we agree to, specifically for the benefit of Apple.
- 5.2 Minds for Life and you acknowledge that the App Terms are between Minds for Life and you, not with Apple. Minds for Life, not Apple, is solely responsible for MFL Apps and its content. If these App Terms are more restrictive than Apple’s applicable terms and conditions, the less restrictive term will apply to you.
- 5.3 The licence granted to you in section 1.1 is limited to using MFL Apps on hardware and software as permitted under Apple’s applicable terms and conditions.
- 5.4 Minds for Life and you acknowledge that Apple is not responsible for providing any maintenance and support services for MFL Apps.
- 5.5 Minds for Life, and not Apple, is responsible for the warranties set out in section 23. If we fail to conform to an applicable warranty under these App Terms, you may notify Apple, and Apple will refund any purchase price paid for MFL Apps; other than that, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to MFL Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty by us will be our sole responsibility.
- 5.6 Minds for Life and you acknowledge that Minds for Life, not Apple, is responsible for addressing any claims by you or any third party relating to MFL Apps or your possession and/or use of MFL Apps, including, but not limited to: (i) product liability claims; (ii) any claim that MFL Apps fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 5.7 Minds for Life and you acknowledge that, in the event of any third party claim that MFL Apps or your possession and use of MFL Apps infringes that third party’s intellectual property rights, Minds for Life, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- 5.8 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist

supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- 5.9 Minds for Life and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these App Terms, and that, upon your acceptance of these App Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these App Terms against you as a third party beneficiary of their terms and condition.

6 HOW WE USE INFORMATION ABOUT YOU

- 6.1 Minds for Life will collect, use, keep and share information about you in accordance with the [Minds for Life Privacy Policy and Cookie Policy](#). We recommend that you read this policy and if you do not agree to the terms of the policy that you do not use MFL Apps as the collection, use and sharing of your information as described in the Minds for Life Privacy Policy and Cookie Policy is essential to the provision of MFL Apps to you and it is in your legitimate interests that we collect, use and share your information as described in more detail in the Minds for Life Privacy Policy and Cookie Policy.

- 6.2 We may also collect certain usage statistics relating to your use of MFL Apps, including but not limited to version numbers of software and statistical information on how the features in MFL Apps are being used by you. For more information on how we use this statistical information please see the Minds for Life Privacy Policy and Cookie Policy. This information is completely anonymised by Minds for Life.

7 ACCEPTABLE USE POLICY

- 7.1 You may not use MFL Apps for any of the following purposes:

- (a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- (b) transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
- (c) interfering with any other person’s use or enjoyment of MFL Apps;
- (d) excessive messaging to our clinical team;
- (e) making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

- 7.2 You will be responsible for our losses and costs resulting from your breach of this section 7.

8 CHANGES TO MFL APPS

- 8.1 We will notify you of available updates to MFL Apps via the app store.

- 8.2 You acknowledge that if you do not install updates to MFL Apps promptly the functionality and security of MFL Apps may be affected.

- 8.3 You agree Minds for Life may stop (permanently or temporarily) making components of MFL Apps to you or to end users generally, at our sole discretion, without prior notice to you.

9 DOWNTIME

Your access to MFL Apps or products or services accessed through it may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

10 MFL APPS SUPPORT

10.1 Minds for Life will use reasonable endeavours to provide technical or other support for MFL Apps. Any support which Minds for Life provides will be limited to the then current release of MFL Apps.

10.2 If Minds for Life chooses to provide any technical support to you, you agree that with respect to any technical information that you provide to Minds for Life, Minds for Life has an unrestricted right to use such information for its business purposes, including for marketing, support and development.

11 INTELLECTUAL PROPERTY

11.1 MFL Apps are protected by copyright, trade marks, database right and other intellectual property rights. Except as required to use MFL Apps or otherwise permitted by law, you may not reproduce, modify, copy or distribute or use for commercial purposes any of the code or content of MFL Apps without written permission from Minds for Life.

11.2 Some parts of MFL Apps contain open source software, and are subject to the applicable open source software licence. Please see the URLs below for the open source acknowledgements and licences:

- Alamofire --- <https://github.com/alamofire/alamofire>
- Alamofireimage --- <https://github.com/alamofire/alamofireimage>
- Swiftyjson --- <https://github.com/swiftyjson/swiftyjson>
- Opentok --- <https://github.com/opentok/opentok-ios-sdk-samples>
- Swiftkeychainwrapper --- <https://github.com/jrendel/swiftkeychainwrapper>

11.3 Nothing in these App Terms gives you a right to use any of Minds for Life's trade names, trade marks, service marks, logos, domain names, or other distinctive brand features.

11.4 You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be contained in MFL Apps.

12 PRICES AND PAYMENT

12.1 If you order any paid-for service in MFL Apps, your order is an offer to purchase a paid-for service from us (**Service**). The Service will be made available to you once your payment has been authorised.

12.2 The fee for the Service (**Service Fee**) is calculated and payable in advance as set out in profile and at subscribe to packages in the MFL Apps. Minds for Life shall be under no obligation to provide the Service until the Service Fee has been paid.

12.3 All prices are expressed inclusive of any VAT payable unless otherwise stated.

12.4 Payment can be made by debit or credit card. Payments are not processed by us. You use online payment service provider, Stripe or Apple Pay, which will encrypt your card details in a secure environment.

12.5 If you have asked Stripe or Apple Pay to remember your debit or credit card details in readiness for your next purchase, they will securely store your payment details on their

system. These details will be fully encrypted and only be used to process transactions which you have authorised.

12.6 Authority for payment must be given at the time of placing your order. The cost of your purchase using Stripe includes a transaction fee that is payable to Stripe. For more details see this link: <https://stripe.com/gb/pricing>.

12.7 At the end of any period for which you have paid a Service Fee your subscription will be automatically renewed for an equivalent period and you must pay to us the Service Fee which applies for the renewal unless you cancel the Service using the cancellation facility in MFL Apps before the date of renewal.

12.8 We regularly review prices each year in line with inflation and the cost of living. We reserve the right to make changes accordingly. It is our aim to notify clients of price changes at least [three months] in advance. Our prices are available here within the app.

13 RESCHEDULING SERVICES

13.1 If something happens which is outside our control and results in a video session with you being postponed, then we will contact you as soon as possible to let you know and we will take steps to reschedule the video session as soon as possible.

13.2 We require a minimum of 2 weeks' notice from you to amend a scheduled video session. This is because our clinical staff's time is pre-allocated 2 weeks ahead and therefore we are not able to easily reschedule video sessions. You will therefore be charged for video sessions cancelled on less than 2 weeks' notice. However, at our discretion, we may waive the charge for a video session cancelled by you less than 2 weeks in advance in extraordinary circumstances, such as sickness.

14 NO COMMERCIAL USE

14.1 The Service is only available for non-commercial and domestic use by you. Minds for Life reserves the right to refuse orders from businesses or that we consider are for commercial or other non-domestic concerns. You may not re-sell the Service without the prior written consent of Minds for Life.

15 CANCELLATION

15.1 You have a right of cancellation for any reason, provided you tell us within 14 days of making your order (but please see section 15.3, because there are some exceptions to this). To cancel, you have to inform us by making a clear statement to us. You can do this in any way you like, as long as it is a clear statement. For example, you can email us at the address given in the "How to Contact Us" section of these App Terms or use this model cancellation form:

To: Minds for Life, Peninsular House, 36 Monument Street, London, EC3R 8LJ

I hereby give notice that I withdraw from my contract for the following:

- *Order number/details*
- *Ordered on: [date]*
- *Name of consumer*
- *Address of consumer*
- *Email address of consumer (optional)*
- *Date*

15.2 We will reimburse you no later than 14 days from the day on which we receive your cancellation notice, using the same method of payment. We won't charge you any fees for this. However, if you cancel after we have started the Service, you must pay us for the Service provided up until the time you tell us that you have changed your mind.

15.3 You cannot cancel an order and get a refund if you have asked us to provide the Service already and at the time you asked us to begin doing that, you also waived your right to cancel the order and we have provided the Service to you in full. You cannot cancel a subscription for our recovery app as this MFL App consists of digital content and the right to cancel does not apply to it.

16 HOW TO TELL US ABOUT PROBLEMS

16.1 If you have any questions or complaints about the services we provide, please email support@mindsforlife in the first instance to contact the clinical team.

16.2 If the clinical team does not resolve the matter within one week of it being brought to their attention, please email us at the appropriate address given in the "How to Contact Us" section of these App Terms explaining that you have followed the procedure set out in these App Terms and that your problem remains unresolved. Your complaint will then be addressed by a member of our executive team.

17 ENDING THE SERVICE

17.1 We may end our agreement with immediate effect by writing to you if:

17.1.1 in delivering the services to you a member of our clinical team or any company representative is subjected to any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of creating an intimidating, hostile, or offensive environment for them to work in; or

17.1.2 you have breached this agreement in any other way and have not fixed the breach within 30 days of us telling you about the breach in writing.

17.2 If we reasonably believe your breach of these App Terms affects our lawful operation of the Service or other service users we may suspend your access to the Service at any time.

18 EDITING MATERIAL

18.1 Some subscriptions on MFL Apps allow you to submit material for inclusion on discussion forums in the MFL Apps (**Forums**). Whilst Minds for Life does not control the submission of material, we do reserve the right to delete, move and edit any material submitted. Publication will be at our discretion.

18.2 You may not use the Forums if you are under 18.

19 RESTRICTED MATERIAL

19.1 You are solely responsible for the material you submit to the [Forums](#) within MFL Apps and by submitting any material you agree to follow these rules. You may not submit any material which:

- (a) reveals any personal data or confidential information;
- (b) invites or prompts others to reveal any personal data or confidential information;
- (c) contains or links to any material that is unlawful, threatening, abusive, defamatory, indecent or which encourages behaviour which could be deemed to be harmful or material which is deliberately intended to upset other users;

- (d) contains any material which you do not have permission to use (including material which may be protected by copyright, trade marks, database rights or any other form of intellectual property right);
- (e) contains viruses or any other components with harmful or contaminating effects on MFL Apps or any equipment connected to it;
- (f) impersonates any living person; or
- (g) advertises or promotes any goods or services.

19.2 You agree to be responsible for all Minds for Life's losses arising out any breach by you of the rules in this section 19. Minds for Life excludes all liability for any loss or compromise of your personal data, and all damage, loss and liabilities to you arising as a result off your submitting personal data and/or confidential information to the Forums in breach of these rules.

20 LICENCE TO USE MATERIAL

20.1 By submitting material to the Forums in MFL Apps you are granting Minds for Life a perpetual royalty-free non-exclusive licence to reproduce, modify, translate, make available, distribute and allow others to use any material you submit to the Forums in whole or in part or in any form.

21 DISCLAIMER

21.1 The Forums in MFL Apps contain material submitted by others over which Minds for Life has no control. We have asked all users to follow these rules but cannot guarantee the accuracy, integrity or quality of other material. We do not endorse any of the material published by any others via the Forums in MFL Apps.

22 MINDS FOR LIFE' RIGHT TO SUSPEND OR END YOUR USE OF MFL APPS

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these App Terms.

23 MINDS FOR LIFE RESPONSIBILITIES AND LIMITATIONS

23.1 Minds for Life promises you that all the counsellors who deliver the Service hold memberships with the various bodies that monitor the counselling and psychotherapy professions, such as the United Kingdom Council for Psychotherapy, the Health Professions Council and the British Association for Counselling and Psychotherapy.

23.2 Minds for Life tries to provide the Service with a reasonable level of skill and care. However, there are certain things that Minds for Life cannot promise, as described below.

23.3 Except as expressly set out in the App Terms, Minds for Life does not make any specific promises about MFL Apps or any products or services available through it.

23.4 Minds for Life will use a reasonable level of skill and care to try to ensure its own content within MFL Apps is correct, reputable and of appropriate quality, but it does not make any warranties or guarantees in relation to that content.

23.5 You acknowledge that software can never be really totally free from bugs and security vulnerabilities. Minds for Life does not warrant that use of MFL Apps will be secure, accurate, uninterrupted or error free or that it will meet your specific requirements. Minds for Life provides the MFL Apps "as is" and "as available".

- 23.6 You understand that all third party data and services you may access through MFL Apps are the sole responsibility of the person, company or organisation from which they originated.
- 23.7 We may refer you to services in your area that could give you further specialist support for example, drug and alcohol services and carers groups. MFL Apps may include links to third party websites and/or apps which are beyond our control. Minds for Life is not responsible for any data, products or services available outside of MFL Apps.
- 23.8 Some countries provide for certain warranties, such as the implied warranty of satisfactory quality or fitness for a particular purpose. To the extent permitted by law, Minds for Life excludes all such warranties.
- 23.9 If we are in breach of these App Terms, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you downloaded MFL Apps.
- 23.10 This section 23 shall not limit or affect our liability if something we do negligently causes death or personal injury or for any other liability which cannot legally be excluded.

24 **HEALTH AND WELL-BEING**

- 24.1 We are providing MFL Apps and the Services. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.
- 24.2 If you think you may be suffering from any medical condition, you should seek immediate medical attention.
- 24.3 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on MFL Apps.

25 **DISPUTES AND APPLICABLE LAW**

- 25.1 You can find the European Union's online dispute resolution platform at <https://webgate.ec.europa.eu/odr/main>. You can use this for resolving disputes with us.
- 25.2 These App Terms and the provision of the Services will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you may bring legal proceedings in the courts of England. If you live in Scotland, Wales or Northern Ireland may bring legal proceedings in respect of our Service or these App Terms in courts local to you.

26 **INTERNATIONAL USE**

We make no promise that materials on MFL Apps are appropriate or available for use in locations outside the United Kingdom, and accessing MFL Apps from territories where its contents are illegal or unlawful is prohibited. If you choose to use MFL Apps from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

27 **OTHER IMPORTANT TERMS**

- 27.1 You may not transfer any of your rights under these App Terms to any other person. We may transfer our rights under these App Terms to another business where we reasonably believe your rights will not be affected.
- 27.2 If you breach these App Terms and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the App Terms.

- 27.3 We shall not be responsible for any breach of these App Terms caused by circumstances beyond our reasonable control.
- 27.4 MFL Apps are owned and operated by MindZone Group Limited of Peninsular House, 36 Monument Street, London, EC3R 8LJ
- 27.5 These App Terms are in English only.
- 27.6 We will not publicly file or save a copy of these App Terms for each transaction via or download of MFL Apps and you should save a copy for yourself if you would like to keep them.
- 27.7 Our company registration number is 09795273
- 27.8 Our VAT number is 261049718

28 HOW TO CONTACT US

28.1 You can contact us:

- (a) by email, support@mindsforlife.com for questions relating to these App Terms and our Privacy Policy and Cookies Policy
- (b) by email DPO@xenzone.com for communications relating to your personal data
- (c) by email safeguarding@mindsforlife.com for safeguarding concerns
- (d) by email, hello@mindsforlife.com for all other matters
- (e) by post, at Peninsular House, 36 Monument Street, London, EC3R 8LJ or
- (f) by telephone, on 020 3886 0641

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