



Terms & Conditions

FOR
GRO HEALTH
BY
DDM HEALTH (DDM)

DATED: March 1, 2022



Terms & Conditions

1. INTERPRETATION

1.1. The following terms have the following meanings.

(a) Additional Services: any services to be provided by the Supplier to the Customer, other than the operation of the Program and the granting of licences for the Program, as may be agreed by the Supplier and the Customer from time to time.

(b) Agreement: the Order Form and these terms.

(c) Business Day: a day on which banks are open for business in London, England excluding a Saturday, Sunday or public holiday.

(d) Commencement Date: the commencement date set out on the Order Form.

(e) Customer: the person named on the Order Form as the customer.

(f) Licence: a licence permitting one user of the Customer to make use of the Program.

(g) Order Form: the document entitled “Order Form” and agreed between the parties.

(h) Price: has the meaning set out in clause 6.1.

(i) Program: one year access to an interactive mobile, web and smart-device application that provides behaviour change and lifestyle advice and mentoring, including tailored support and resources to sustain behaviour change and engagement over the long-term, over the therapeutic areas of mental wellbeing, nutrition, sleep, activity.

(j) Supplier: DDM Health Ltd, incorporated and registered under the laws of England and Wales under company number 07975193 whose office is at Technology House, Science Park, University of Warwick, Coventry, CV4 7EZ, United Kingdom.

1.2. Headings shall not affect the interpretation of this Agreement.

1.3. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.



1.6. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Order Form, the provision in the Order Form shall take precedence.

1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's 2 personal representatives, successors and permitted assigns.

1.9. References to clauses are to the clauses of this Agreement.

2. TERM AND TERMINATION

2.1. This Agreement shall take effect on the Commencement Date and will continue unless and until terminated in accordance with the provisions of clause 8.

3. PURCHASE AND GRANT OF LICENCE AND ACTIVATION CODES

3.1. The Customer may, from time to time, order Licences from the Supplier. The Customer shall place such orders by submitting to the Supplier a purchase order setting out the number of Licences which it wishes to purchase. The Customer shall submit its order by emailing it to support@ddm.health stating their name and their purchase order number and the number of Licences.

3.2. The Supplier shall accept the Customer's order either by:

(a) confirming to the Customer that it has accepted the Customer's order by email from support@ddm.health; or

(b) issuing activation codes to the Customer.

3.3. On acceptance of the Customer's order, the Supplier shall promptly issue to the Customer one activation code for each Licence purchased. The Supplier shall issue these activations codes in the format set out on the Order Form.

4. LICENCE CONDITIONS

4.1. Each Licence must be activated within one year of the date of purchase. Licences which are not activated within this period expire automatically.

4.2. Each Licence permits one person to access the Program for the period of one year from the date on which the activation code linked to that Licence is used. Each Licence terminates automatically on the expiry of that one year period. Each activation code can be used only once.

4.3. Each Licence is for the personal use of the one individual nominated by the Customer, and the Customer must provide the activation code to that individual, for the individual to activate the Licence. Neither the Customer nor that individual may transfer the Licence to another person nor permit another person to make use of the Program in reliance on that Licence.



4.4. The Program is designed for adults over the age of 18.

5. ADDITIONAL SERVICES

5.1. The parties may, from time to time, agree the performance by the Supplier of Additional Services.

5.2. The Supplier shall use all reasonable skill and care in the performance of any Additional Services.

5.3. The terms of this Agreement shall apply in respect of those Additional Services.

5.4. Any agreement as to the performance of Additional Services, including the cost for those Additional Services, shall only be effective if it is in writing and signed by the parties (or their authorised representatives).

5.5. Additional Services agreed at the time of this Agreement (if any) are set out in the Order Form.

6. PRICE AND PAYMENT

6.1. The price payable by the Customer in respect of the Licences and any Additional Services (the “Price”) shall be as set out in the Order Form.

6.2. The Supplier shall invoice the Customer, and the Customer shall become liable to pay the Price, on acceptance of the Customer’s order. Each invoice shall reflect the Price.

6.3. The Customer shall pay each invoice in full no later than 30 days from the date of the invoice. If any part of an invoice is not paid within this period, the Supplier may claim statutory interest on the outstanding sum under the Late Payment of Commercial Debts (Interest) Act 1998.

6.4. The Customer shall provide electronic remittance advice to the Supplier within two (2) Business Days of the date on which it makes payment.

6.5. All sums are shown exclusive of any value added tax and any other sale taxes and duties which may be chargeable, which will be payable by the Customer in addition to the Price at the then current rate.

7. LIMITATION OF LIABILITY

7.1. Nothing in this Agreement excludes or limits either party’s liability (whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty, any indemnity or otherwise) for: its fraud; or death or personal injury caused by its negligence; or any breach of the nonexcludable obligations implied by law as to having title to supply goods; or any other liability which cannot be excluded or limited by applicable law.

7.2. Subject to Clause 7.1, neither party shall have any liability (whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty, any indemnity or otherwise) for:



(a) any pure economic loss, loss of profit, loss of business, loss of revenue, ex gratia payments, or otherwise; in each case which arise out of or in connection with this Agreement, whether such losses are direct, indirect, consequential or otherwise; and

(b) any special, consequential, incidental, punitive, or indirect, damages or losses which arise out of or in connection with this Agreement.

7.3. Subject to clause 7.1, the Supplier shall have no liability (whether in contract, tort, negligence, misrepresentation, restitution, breach of statutory duty, any indemnity or otherwise) to the Customer arising from, or in connection with, any reach by the Customer of clause 4.4.

7.4. Neither party, to the extent permitted by law, has any implied obligation, duty or liability (whether in contact, tort, negligence, misrepresentation, restitution, breach of statutory duty, an indemnity or otherwise) in respect of the subject matter of this Agreement, other than those expressly stated in this Agreement.

7.5. Subject to Clauses 7.1-7.4, and other than in respect of any sums due to the Supplier by the Customer under clause 6, each party's liability to the other in contract, tort (including negligence or breach or statutory duty) or otherwise arising by reason of or in connection with this Agreement, shall be limited in aggregate to the sum of £100,000.

8. TERMINATION

8.1. Either party may terminate this Agreement on one (1) months' notice for any reason at its sole discretion.

8.2. Without prejudice to any accrued rights and remedies to which it may be entitled, either party may give notice in writing to the other party terminating this Agreement on the occurrence of any of the following events:

(a) with immediate effect if the other party commits any material breach of any of the terms of this Agreement and (in the case of a breach which is remediable) fails to remedy that breach within thirty (30) days of that party being notified of the breach; or

(b) with immediate effect if an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or documents are filed with the court for the appointment of an administrator, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or



composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party or if the party is unable to pay its debts within the meaning of the Insolvency Act 1986.

8.3. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. In particular, Licences which the Customer has purchased prior to the termination of this Agreement shall continue to remain valid, in accordance with the conditions set out in clause 3.

9. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. FORCE MAJEURE

10.1. The obligations of each party under this Agreement shall be suspended during the period to the extent that either party is prevented, hindered or delayed from performing any obligation by any cause beyond its reasonable control including (insofar as beyond such control but without prejudice to the generality of the foregoing expression), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm, ("Force Majeure Event") which could not have been prevented by reasonable precautions. The party shall use commercially reasonable efforts to recommence performance as soon as practicable including through the use of workaround plans or other means to minimise the impact. The clause 10.1 does not apply to the Customer's obligation to pay any sums due under this Agreement.

10.2. The party affected by a Force Majeure Event shall give notice of the occurrence as soon as reasonably possible to the other party stating the date and nature of the Force Majeure Event and its cause, and of the cessation of the Force Majeure Event.

10.3. In the event that the Force Majeure Event continues for more than three (3) months, either party may terminate this Agreement on fourteen (14) days' written notice.

11. ENTIRE AGREEMENT

11.1. This Agreement contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.



12. ASSIGNMENT ETC

12.1. The Supplier may at any time assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Customer.

13. VARIATION

13.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.2. The Supplier may at any time assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Customer.

13.3. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

14. SEVERANCE

14.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. COUNTERPARTS

15.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

16. THIRD-PARTY RIGHTS

16.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. NO PARTNERSHIP OR AGENCY

17.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.



17.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. NOTICES

18.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

18.2. Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

18.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

19. GOVERNING LAW AND JURISDICTION

19.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).