



getUBetter: Digital self-management platform

Terms & Conditions

contact@getubetter.com

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Terms of use:

Thanks for visiting our website or downloading our app! We hope you enjoy using them and the services they provide (which we will hereafter refer to as our **services**).

Who we are, and what these terms cover:

Before you use our services, we ask you to read these **terms** carefully. They apply to your use of our services (whether as a guest or registered user) and by using the service you confirm you accept and agree to comply with them. If you do not agree to these terms, then you must not use the service.

The services are provided by GetUBetter Limited (**we, us or our**), a company registered in England and Wales (company number 08330528). Our register office The Old Dairy, Ashton Hill Farm Weston Road, Failand, Bristol, England, BS8 3US. Our VAT number is GB191176892.

You are advised to read our Privacy Policy as it forms part of these terms. It sets out how we collect, share, use and store your personal data. Our Privacy Policy can be found here: www.getubetter.com

We may alter these terms from time to time so check the legal information section on our website regularly. We will use reasonable endeavours to give you notice of such change, and we may require you to read and accept any changes before continuing to use the service. Your continued use of the service after such changes have come into force will constitute your acceptance of the amended terms.

Just so you know, where we refer to a "practitioner" in these terms we mean a medical health practitioner, such as a registered general practitioner (GP), a registered nurse or registered medical specialist clinician or consultant.

Your right to use our service:

In accepting these terms, we grant you a non-transferable, non-exclusive licence to use our services on your devices. This means:

- (i) you have the right to use the services for your own personal purposes. You don't own them or any of the content created in, and you can't use the services for commercial purposes;
- (ii) you cannot share or transfer the services to another person (e.g. by selling or giving your account to them, or allowing them to use your account); and
- (iii) we may give the same or other permissions to other users.

We reserve all other rights.

By using our services or accepting these terms, you are telling us that: (i) you're 16/18 years old or over; and (ii) you have the device owner's permission to install and use our app on their device. (iii) you are not recognised as a vulnerable adult

Using our service:

Our services are designed only for use within the UK and must not be used in other jurisdictions or where the laws of any jurisdiction other than the UK would apply to their use. If you choose to do so then you are solely responsible for compliance with local laws. We make no promise or representation that our services are appropriate to, or lawful in, any other jurisdiction.

Our services are provided "as is". We do not guarantee that our services will always be available or uninterrupted. Access to the services is permitted on a temporary basis and we may suspend, withdraw, discontinue, or change all or any part of them without notice (including, without limitation, where we need to deal with technical issues or make improvements to them). We won't be liable if the services are not available. If you become aware of an issue with accessing or using our services, we always appreciate feedback so please do contact us and let us know.

When you first register with us, we will ask you a limited number of "yes/no" screening questions about your injury to determine the nature of it, whether you've seen a practitioner and whether the app is suitable for it.

OUR SERVICES DO NOT PROVIDE TAILORED MEDICAL ADVICE OR DIAGNOSIS. They are intended for general information purposes only and are designed simply to help you track your recovery from injury, providing you with access to generic information about how you may be able to help your recovery and how people similar to you (in injury, age and gender) may be feeling at the same stage after an injury like yours.

They do NOT address your individual circumstances, and the content is NOT based on, and does not consider, your specific medical history. Information you see may be amended when you tell us you feel worse or better.

Whilst you can start using our services straight away, YOU MUST NOT USE THEM TO SELF-DIAGNOSE ANY EXISTING OR NEW INJURY, or to expand on treatments you've been given by a practitioner or to provide assistance or diagnosis to others. NEVER IGNORE PROFESSIONAL MEDICAL ADVICE in seeking treatment because of something you've read on our services.

If you have an urgent medical problem, feel unwell, develop new symptoms or increased pain or discomfort, please call your practitioner immediately, or in the case of emergencies, dial 999. Our services are not suitable for managing a medical emergency or any condition that reasonably requires face-to-face diagnosis or treatment.

Due to the nature of the Internet and technology, we cannot promise that any use of our services will be uninterrupted, error-free or meet your expectations. We're not obliged to fix or support them, and we are not responsible for any loss, injury or damage that you may suffer if they're not available. Content is provided for general information and may be out of date at any time. We're under no obligation to update it. It isn't intended to amount to advice on which you should rely. We make no representation, warranty, or guarantee that our services are accurate, complete, up-to-date, or free from errors or omissions.

Registering and logging in: keeping your passwords safe

When you register, you will need to provide certain information to us including (among other things) your name, gender, email address, date of birth, the nature of your injury, and yes/no responses to a limited number of screening questions. You'll also need to choose a password and may provide details of your GP (optional).

Remember, the details of where your log-in are used and we'll assume that we're dealing with you so you must: (i) protect your account from unauthorised access (e.g. don't choose an obvious password); and (ii) not write down your log-in details in a way that is recognisable or let anyone else know them or use them.

You must tell us if you become aware of any errors in your account, or change your log-in details if you think they've been lost, stolen or damaged (or you think someone has discovered them and may be misusing them).

Prohibited behaviour:

You must not:

- (i) use our services in an unlawful manner, or for unlawful or fraudulent purposes;
- (ii) hack, insert or introduce malicious code, viruses, Trojans, worms, logic bombs, data or other harmful material into the services;
- (iii) infringe our or our licensors' intellectual property rights; transmit defamatory, obscene, fraudulent, offensive, deceptive, libellous, invasive, harmful, threatening, inflammatory or objectionable content through the services;
- (iv) harvest data or information from the services, or attempt to gain access to, or decipher transmission to or from, any equipment or database running the services;
- (v) copy the service (except where it's incidental to the normal use of them or for back-up);
- (vi) rent, licence, sub-license, loan, make available translate, merge, adapt, vary, or modify any part of the services;
- (vii) make alterations or modifications to the services (or any part of them), or allow any part of the service to become combined with or incorporated into any other program, app or website;
- (viii) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the service, or attempt to do any such thing; or
- (ix) provide or otherwise make the service available in whole or in part in any form without our consent.

You agree not to use our services in a way that:

- (i) could damage, disable, impair or compromise our or a third party's systems or security, or interfere with other users, or waste time;
- (ii) is likely to upset, harass, embarrass, alarm or annoy anyone; promotes discrimination; discloses personal data of anyone; infringes intellectual property rights; breaches any legal or contractual duty; or
- (iii) is in contempt of court; or, advocates, promotes, incites any third party to commit, or assist, any unlawful or criminal act.

You confirm that: all information you give us will be accurate and that you won't omit to tell us something important; you'll comply with all instructions from your practitioner; you won't pretend to be someone else when using our services; you'll promptly seek practitioner advice if you have any concerns about your health, wellbeing or injury; and (if requested by your practitioner) you'll print off and provide to your practitioner a copy of any correspondence that we generate in your inbox.

You must also not attack our services via a denial or service, or distributed denial of service attack. To do so may be a criminal offence under the Computer Misuse Act 1990 and we'll report any breach to relevant law enforcement bodies and co-operate with them (including disclosing your identity). You must comply with technology control or export laws and regulations that apply to the devices you use.

Download fees:

Our App is free to download for patients, but you are responsible for fees you may incur in accessing and using our services (e.g. Internet or mobile data charges) and making purchases through them. Some purchases may be made between you and your app store, so its terms (and others we highlight before you make your purchase) may apply. We are not party to any agreements between you and your app store provider.

Your personal data:

Providing our services through our App requires the collection and processing of your personal information. Our Privacy Policy explains how we collect and use information processed in our App. The Policy includes helpful examples to make our practices and processing activities easier to understand and also explains the many ways you can control your information.

When you use our App, we are generally defined and so act as a processor of your identity data, registration data and recovery data, acting on the instructions of your health care provider (often in this case this will be the NHS).

When you use our services (including our App), we may also collect and use technical information about your device and software in accordance with our Privacy Policy and we will process this personal data as a controller so that we can improve and monitor the performance of our App. Our app may offer push notifications. You can change the type and frequency of these, or turn them on or off, by accessing the settings on your device.

Electronic communication and marketing:

The app provides an inbox where you will receive information from us electronically about the services e.g., we'll put electronic copies of letters for you to give to your practitioner; or we may send you push alerts or other prompts through our app.

Please read our Privacy Policy for further information on how we use your personal data for marketing purposes.

Who owns the services:

We own or licence all intellectual property rights in our services and the content available through them (such as logos, trademarks, documents, text, photos, videos and code) unless otherwise stated. We reserve all our and our licensors' rights in relation to them and may transfer our rights and obligations without your permission.

You can print off one copy or download extracts of any pages from our website for your personal use and can draw attention of others to our content. You must not modify copies of content you print off or store, and may not disseminate the information (e.g. you must not distribute or make it available on file-sharing networks). Our status (and that of any identified contributors) as authors of content must always be acknowledged.

We are always keen to improve our services so may release updates from time to time (e.g. to content or functionality). We will provide notifications of new releases to you. Depending on the change, you may not be able to use our app until you've installed the latest update.

Stopping or suspending your use of our services:

We may suspend or terminate your access to the services if you are in breach of any of your obligations in these terms. Remember you'll be responsible for losses or damages we suffer as a result if you breach these obligations.

We may also suspend or discontinue our services with or without notice at any time and without any liability to you.

Changes to the service:

We may update the service from time to time and may change any of the content at any time. However, we are under no obligation to update the service and we do not guarantee that the Service, or any content on it, will be free from errors or omissions.

We may change the service at any time without any liability to you. We will use our reasonable endeavours to notify of such change to you.

Our liability to you:

Our services are provided "as is", and we do not guarantee that the service, or any content or data on it, will always be available or uninterrupted.

We will have no liability for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: your use of or inability to use the service; any act or event beyond our control; use of or reliance on any content displayed in the service; your failure to follow medical instruction or advice you receive from your practitioner; or any virus, distributed denial-of-service attack, or other technologically harmful material that infects your equipment, programme or data you receive as a result of your use of the service.

You must consider your own safety. If you're intending to, or otherwise required to, for example drive any vehicle, operate heavy or dangerous machinery or cutting equipment, you must consider whether you should be doing so given the symptoms you're experiencing. If there is any doubt about your ability to do so, or the appropriateness of you doing so, you must consult your practitioner (please also remember that you may have a duty to notify other third parties such as the Driving and Vehicle Licensing Agency (DVLA)). We'll have no liability for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or as a result of you undertaking such activity where you should not have done so, or where it was otherwise inappropriate or inadvisable to do so.

We don't guarantee that our services will be secure or free from bugs or viruses. All promises, warranties, representations, conditions and other terms of any kind implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from our agreement with you.

Remember our services are for domestic and private use only and are NOT a replacement for professional medical advice, diagnosis or treatment. Please see our earlier statements under 'Using our App' above. You agree not to use them for self-diagnosis, diagnosis of others, commercial or business purposes, and we've no liability to you for loss of profit or business; business interruption; loss of business opportunity; or for any indirect, incidental, punitive and/or consequential losses or damages. Clinicians are not in receipt of, or have access to, your notes and history of progress so will be responding to any actions within the app.

Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, fraud (or fraudulent misrepresentation) or any other liability that cannot be excluded or limited by English Law, or affects any rights you may have as a consumer.

Complaints:

We encourage you to contact us first if you have any queries, comments or concerns about the way we handle your data (our details are in the section immediately below). We will endeavour to put things right.

contact@getubetter.com

However, if you are not satisfied with our handling of any request by you in relation to your rights or concerns, you also have the right to make a complaint to a data protection supervisory authority, which, if you are based in the UK:

- Then contact UK's Information Commissioner's Office ("ICO"). You can contact the ICO at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF; Tel) 0303 123 1113; or <https://ico.org.uk/>;

Governing law:

These terms, their subject matter, and formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may bring proceedings there. Similarly, if you are a resident of Scotland, you may bring proceedings in Scotland.