



TERMS AND CONDITIONS

HPO OS HUMAN PERFORMANCE OPERATING SYSTEM

Prepared For: G-Cloud 15 Framework

MANAGE
PREPARE | OPTIMISE | RECOVER | ASSESS | COACH | CONNECT

1 About This Document

This document contains the user terms and conditions for an app created for a customer. Please review the Service Definition document for an explanation of this app and broader context.

Parts of the terms and conditions need to be customised for each customer. These are flagged with square brackets in this document in accordance with legal drafting convention. The parts requiring customisation are:

1. Section 1.3 The location (website address) where the health declaration can be reviewed.
2. Section 1.6 The email address to raise concerns or complaints.
3. Section 3.2 The email address to raise concerns about inaccurate or potentially harmful content.
4. Section 4.6 The email address to raise concerns about either account credentials being lost or stolen, or the compromise of an account.
5. Section 5.4 and 5.5 Use of artificial intelligence technologies and potential impact on Content.
6. Section 9.1 The location (website address) where the privacy policy can be reviewed.

2 User Terms and Conditions

These terms of use ("Terms"), in addition to the health declaration that you must read and accept (the "Health Declaration"), are a legally binding agreement between you, the individual who is accessing and using the App ("you") and HPO TECHNOLOGIES LIMITED, a company incorporated under registration number 12869196 and whose registered office is at Thomas House, 84 Eccleston Square, London, SW1V 1PX ("our", "us" or "we"). whereby in exchange for your compliance with these Terms you will be provided with access to our or our client's content through the use of our software (the "Software") and associated printed, online or electronic materials (together the "App").

By clicking "ACCEPT", creating an account, or otherwise accessing or using the App or the documents or other information we make available to you through the App, you confirm you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use or otherwise access the App.

1. ELIGIBILITY

1.1 In order to access and use the App and any content, recommendations, guidance, or resources contained in or provided by it (the "Content"), you must be at least 16 years old or, if higher, the relevant legal age that applies in the country or jurisdiction you are in when you access and use the App and its Content. If you do not meet these criteria, you must not access or use the App or its Content.

1.2 You may access the App for the purposes of accessing our or our client's health and fitness resources for your own personal use only.

1.3 **IMPORTANT: YOU MAY NOT ACCESS OR USE THE APP OR ANY OF ITS CONTENT UNLESS AND UNTIL YOU HAVE READ, UNDERSTOOD, AND AGREED TO THE CONTENTS OF THE FORM ENTITLED 'HEALTH DECLARATION' THAT YOU ARE REQUIRED TO COMPLETE AND ACCEPT BEFORE YOU FIRST ACCESS AND USE THE APP. EACH TIME YOU USE OR ACCESS THE APP OR ITS CONTENT, YOU WILL BE CONSIDERED TO HAVE AGREED AGAIN AND ACCEPTED THE HEALTH DECLARATION. YOU CAN READ THE HEALTH DECLARATION AFTER YOU HAVE ACCEPTED IT AT ANY TIME BY [INSERT DETAILS]. THE HEALTH DECLARATION FORMS PART OF OUR LEGALLY BINDING AGREEMENT WITH YOU.**

1.4 When you access or use the App, you must at all times fully comply with these Terms and the Health Declaration. If you fail to do so, we may terminate or suspend your account, or take legal action against you.

1.5 If you are accessing this App through a contract that we have with an organisation that you are a member or employee of, you agree that in addition to these Terms you will also comply with all directions given to you by that organisation with regards to use of the App or the Content. You should refer to your employer to determine whether or not this may be the case.

1.6 If you have any concerns or complaints, these should be directed to [data@hpotechnologies.com].

2. WHAT YOU ARE NOT ALLOWED TO DO

2.1 If we have not explicitly given you permission to do so in these Terms, you will not:

2.1.1 upload, distribute, communicate or introduce anything to the App (including software, code, viruses, malware, files or programs) which may negatively impact the operation of any software, hardware, network, data or user experience;

2.1.2 upload, distribute or use the App to share material that is illegal, fraudulent, offensive, threatening or harassing, obscene, indecent, liable to incite racial hatred or acts of terrorism, menacing, sexually explicit, unlawful, harmful, infringing or discriminatory, or causes damage to any person or property;

2.1.3 attempt to: (a) access all or any part of the App to create a product or service which competes with the App; (b) make the App or any of part of the Content available to any other person; or (c) attempt to obtain or help any other person to obtain access to the App or the Content unless these Terms otherwise explicitly say that you can; or

2.1.4 share your username, password, or any other login credentials with any other person.

2.2 Where you engage in any dialogue with any of our personnel (or other users) via e-mail, our online chat function, a telephone consultation or otherwise, you will not subject our personnel (or other users) to any abuse or unfair treatment, or in a manner which would be deemed indecent, harassing, sexually exploitative or in any other manner which may cause harm to our personnel (or other users).

2.3 You will not provide us with any information which you know, or reasonably ought to know, is untrue, incomplete, or inaccurate.

2.4 If you do, or allow anyone else to do, anything which this clause 2 states you are not permitted to do, we may suspend your access to the App, or terminate your account.

3. YOUR RESPONSIBILITIES

3.1 You alone are responsible for ensuring that the information you have provided us with is accurate and up to date. This includes your profile information, as well as information which relates to health conditions, medical disorders, injuries you obtain and illnesses you experience for as long as you have an account with us. If you fail to keep this information up to date, it may result in the App providing you with Content which is not relevant to you.

3.2 If the App recommends content to you which is inaccurate, or provides you with advice which you reasonably believe may cause you harm, you must notify us immediately on [support@hpotechnologies.com] and you must not follow that recommendation or advice.

3.3 You alone are responsible for obtaining and paying for any equipment, network connections, internet access and telecommunications links that you require so that you may access the internet and/or the App.

3.4 We may use your anonymised data and information for our own internal business purposes, to provide you with the App, to make improvements to the App or for market analysis purposes. In addition, we may collect and use technical data that might include, for example, the specifications of your device and its software. Provided we comply with our obligations under data protection laws and do this in the way set out in the Privacy Policy, we may use this information to improve the App or the Content or to offer new services, products, or technologies to you. If we do this, the data we use will be on an aggregated basis that does not identify you as an individual or infringe your privacy rights.

3.5. You alone are responsible for sourcing and paying any costs associated with obtaining any medical treatment that you may require.

4. YOUR PROFILE AND ACCOUNT

4.1 Any profile which you create on the App is unique to you and for your use only. You may not use the App or its Content:

4.1.1 to provide health and fitness advice to any other individual(s);

4.1.2 for the purpose of any kind of business activity; or

4.1.3 upload personal information (including medical or health information) about any individual other than yourself.

4.2 These Terms will continue to apply and be effective until either we, or you, close your account.

4.3 We do not warrant, guarantee or give any assurance that, by accessing or using the App or the Content, you will be provided with access to information which fits your particular criteria or that the health or fitness information will be suitable for or tailored to your particular needs.

4.4 You must not use any false, inaccurate, or misleading information when registering your account and you must keep all information concerning your account up to date at all times.

4.5 You may not transfer your account credentials to any other person or entity or set up more than one account on the App without our prior written consent, to protect your account. You must keep your account details and password strictly confidential.

4.6 You must immediately notify us in writing via [data@hpotechnologies.com] as soon as you suspect that any of your account credentials have been lost or stolen or that your account has otherwise been compromised in any way (and if this happens, to the extent that you are able to, you must change the relevant account password immediately).

4.7 You alone are responsible for all activity that occurs under your account.

4.8 If you know or suspect that your username and password have been used by someone else, or you know or suspect that someone else has accessed your account, you must immediately change your username and password.

5. DISCLAIMERS

5.1 As you are not personally paying for the App or the Content, as far as applicable laws allow, we do not provide you with any warranties or assurances regarding the App or the Content that have not been specified in writing in these Terms. In particular, we provide no warranty, guarantee, or assurance, that the App will be available at all times or that your access will be error-free or uninterrupted. In addition, the Content may sometimes be unavailable (or otherwise subject to interruptions, delays, or errors) so that we can undertake maintenance.

5.2 The App and the Content rely on your device and your Internet and network connection working properly. These things are outside of our control. We are not responsible to you if you are unable to use all or any part of the App or the Content due to a poor Internet connection, defects in your device, or anything else that it would not be reasonable to expect us to control.

5.3 We are not responsible for third-party websites linked to in the App or the Content. Where the App or the Content contains links to other websites and resources provided by another organisation or person, these links are provided for your information only. Those links should not be interpreted as approval by us of those linked third-party websites or information you may obtain from them. We have no control over the contents of those third-party websites or resources.

5.4 [You acknowledge and understand that, by using the App, you are interacting with technologies powered by or based on artificial intelligence, and which are designed to provide you with information as a response to the information that you have put in them. You acknowledge and understand that the App may not be able to (and we provide no guarantee, assurance, or warranty that it will be able to), fully understand and interpret the information that you put into it. You should think carefully about the limitations of its ability if you wish to rely on it.

5.5 You acknowledge that the Content which is provided to you may not have been provided, verified or prepared by a human, and that a human will not have been directly involved in verifying the accuracy, quality, legal validity, suitability, or fitness for purpose of any Content that has been directed to you.]

6. WHAT HAPPENS IF SOMETHING GOES WRONG

6.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. 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.

6.2 Except as stated in clause 8.1, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but (except as stated in clause 8.1) we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.

6.3 You agree not to use our App for any commercial or business purposes. As stated in clause 1.2 we are providing the App and the Content for personal, non-business use only. If you use the App or the Content for any commercial, business or resale purpose, we will have no liability to you for any loss of profit, loss of business or business opportunity, business interruption, or loss of sales, revenue, or business opportunity (in each case whether that loss is direct or indirect).

6.4 We are not responsible for any failure or delay on our part to do something promised under these Terms if that failure or delay is caused by something outside of our reasonable control (for example, lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial disputes).

7. SUSPENSION AND TERMINATION

7.1 We may at any time suspend or withdraw or restrict the availability of all or any part of our App or our Content for any reason whatsoever. We will try to give you reasonable notice of any suspension or withdrawal.

7.2 We may at any time choose to terminate our agreement with you by giving you notice as set out in clause 10 below. You may also terminate your agreement with us in the same way. In either case:

7.2.1 all rights given to you under these Terms will immediately end and will no longer be valid;

7.2.2 you must immediately stop accessing and using the App and the Content (and we may remotely limit, suspend, restrict, or terminate your ability to do so); and

7.2.3 we may delete or suspend your access to any accounts that you hold with us (and, if we do so, we will delete any data associated with your account and/or your use of the App or will

otherwise disassociate it from you and your account, unless applicable laws require us to keep that data or return or transfer it to you or someone else).

8. COMMUNICATIONS BETWEEN US

8.1 We may update these Terms at any time on notice to you in accordance with this clause 8. If we have provided you with notice of any changes in accordance with clause 10.3 and you continue to access and use the App or the Content, this will be considered acceptance of the updated Terms. If you do not wish to accept the updated Terms, you must immediately stop using and accessing the App when you receive the notice which informs you that the Terms have changed.

8.2 If we need to give notice to you under these Terms or otherwise contact you, we will do so by email, telephone, instant messaging service, or by pre-paid post to the address you provided when signing up to use the App.

8.3 Any notice:

8.3.1 given by us to you will be considered received 24 hours after it is first posted on our website, 24 hours after an email is sent, or 3 calendar days after the date of posting of any letter; and

8.3.2 given by you to us will be considered received 24 hours after an email is sent, or 3 days after the date of posting of any letter.

8.4 When either of us provides the other with notice, if that notice has been sent by post, it will be sufficient to prove that the letter was properly addressed, stamped and placed in the post to: (a) our registered address, if you are sending a notice to us; or (b) the address we have on record for you, if we are sending a notice to you. If that notice is provided by email, it will be sufficient to prove that the email was sent to the correct email address.

9. HOW WE USE YOUR PERSONAL INFORMATION

9.1 Under data protection laws, we are required to provide you with certain information about who we are, how we process your personal data, the purpose that we need to process your personal data for, and to inform you of your rights under those laws, including how to exercise them. This information is provided in [\[LINK TO PRIVACY POLICY\]](#) and it is important that you read that information.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights anywhere in the world in the App and the Content belong to us or the third parties who we have obtained a licence from (as applicable), and you understand and agree that you have no rights in, or to, the App or the Content other than the right to use them in compliance with these Terms.

10.2 You have no right to have access to the App in source code form.

11. OTHER IMPORTANT TERMS

11.1 We may monitor your activity on the App to make sure you are complying with these Terms.

11.2 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

11.3 You may only transfer your rights or your obligations under these Terms to another person if we have agreed to this beforehand in writing.

11.4 Only we (or anyone we transfer our rights to as stated in clause 11.2) or you may enforce these Terms. No other person has any rights to enforce any of these Terms.

11.5 Each of the provisions in 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.

11.6 Even if we delay in enforcing our rights under these Terms, we can still do so 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 these Terms, 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.

11.7 These Terms are governed by English law. You can choose whether to bring a claim in the courts of England and Wales or, alternatively, if you live in Scotland or Northern Ireland, you can choose to bring a claim in that part of the United Kingdom where you live. We can claim against you in the English courts or in the courts of the country in which you live.

HPO TECHNOLOGIES

Health, Wellbeing and Performance Optimisation
for Defence, Government & Enterprise

For enquiries: contact@hpotechnologies.com
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