

# Avenna App

## Scope of Use

- “Avenna” is a health and wellbeing app for personal use only.
- Avenna uses digi.me to enable you to import your personal data.
- The health and wellness app is not substitute for clinical records of your or health professional responsibility
- Any data entered within the app is only stored locally on your phone. In the event your phone is lost, or you remove the app/data this entered data will be lost.
- Your data is not shared off your mobile device by third party
- However you have a choice to share with data and insights collected by the App with your health care professional
- The app is provided “as is” without warranty and you use the app at your own risk. Please see the full terms for more details.

## About the Avenna app

### End User Terms

#### Introduction

The Avenna app End User Terms are divided in four parts:

- **Part A: Definitions**
- **Part B: App Licence** – this applies to you when you download and/or use the App
- **Part C: Consent Contract Terms** – these apply to you when you allow us to invite you to allow us to access your data using the digi.me consent access system
- **Part D: General Terms** – these apply to you generally when you do either of the above or use any associated App services

# Avenna app

## End User Terms

**These End User Terms form a legally binding contract between you and Avenna app in relation to your use of the App.**

**By downloading and using the App you agree to these End User Terms in relation to your use of the App.**

**If you have any questions on these End User Terms please contact [info@avenna.com](mailto:info@avenna.com).**

**Nothing in these End User Terms affects your statutory rights.**

### PART A: DEFINITIONS

#### 1 DEFINITIONS

##### 1.1 In these End User Terms, the following words and phrases have the stated meaning:

**App** means Avenna app.

**Consent Request** means a request by us in the App for contractual consent from you to form a Consent Contract and allow us to access your User Data on the terms set out in the request (which will include the Data Description; the Data Purposes; a description of Retained Data, Retained Period, Shared Data, the User Benefit we are offering to provide; and whether or not we have turned on the Forget Me Function).

**Consent Contract** means a contract between you and us under which you have accepted a Consent Request and consented to releasing the Released Data to us on the basis outlined in the Consent Request.

**Consent Receipt** means a receipt in the digi.me App acknowledging that you have accepted a Consent Request and have formed a Consent Contract.

**Dashboard** means the area in the digi.me App which lists your ongoing and historical Consent Contracts.

**Data Description** means the description by us of the personal data being requested from you.

**Data Purpose** means the description by us of the purpose(s) for which we will use the

Released Data.

**digi.me App** means the digi.me app for end users available at <https://digi.me/get-started>.

**digi.me** means digi.me Limited (company number 6861219) whose registered office is at 7 Bower Road, Wrecclesham, Farnham, Surrey GU10 4ST.

**Forget Me Function** means the function in the digi.me App which allows you to send Forget Me Instructions.

**Forget Me Instruction** means your instruction to us via the digi.me App to formally withdraw your consent to the use of the Retained Data and to require us to erase the Retained Data for that Consent Contract.

**Intellectual Property Rights** means any and all rights under patent law, copyright law, trade secret law, trade mark law, and any and all other proprietary rights.

**Ongoing Consent Contract** means an ongoing Consent Contract as identified in the Dashboard.

**Privacy Policy** means our general privacy policy made available to you via the App.

**Released Data** means that part of your User Data which you have consented to be released to us under a Consent Contract as described in the Consent Contract.

**Retained Data** means the description by us of which part of the Released Data we are going to keep and use again.

**Retained Period** means the period during which we will keep the Retained Data.

**Right To Be Forgotten** means (if applicable to you under your local law) your right to request the erasure of personal data relating to you (unless there is legal reason to keep it).

**Shared Data** means the Released Data we are going to share with third parties, including with whom and for what purposes.

**User Benefit** means the description by us of the benefit (convenience, service or reward) we are going to provide to you in return for you releasing the Released Data.

**User Data** means the collection of photos, text and other information downloaded, stored, accessed and/or released by you on your User Storage using the functionality of the digi.me App or the App.

**User Storage** means the service or device upon which you store your User Data.

**you and your** means the person who has registered to use the App.

## **2 INTERPRETATION**

- 2.1 The term personal data has the meaning given in the General Data Protection Regulation (EU 2016/679).
- 2.2 The interpretation of general words shall not be restricted by words indicating a particular class or particular examples.

## **PART B: APP LICENCE**

### **3 USE OF THE APP**

- 3.1 The App is provided to you for your personal, non-transferable use subject to these End User Terms. By using the App you agree to be bound by these End User Terms.
- 3.2 Your licence begins when you click “Get Started” or start using the App and continues until you delete the App or these End User terms are terminated under section 22.
- 3.3 If you are agreeing to be bound by these End User Terms on behalf of your employer or any other person, business or organisation, you confirm that you have full legal authority to do so and that such employer, business or organisation will be bound by these End User Terms.

### **4 AMENDMENTS TO THESE END USER TERMS**

We may update these End User Terms from time to time for legal or regulatory reasons or to allow the proper operation of the App. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable notification via the App. The changes will apply to use of the App after we have given notice. If you do not wish to accept the new End User Terms you should not continue to use the App. If you continue to use the App after the date on which the change comes into effect, your use of the App indicates your agreement to be bound by the new End User Terms.

### **5 REGISTRATION**

- 5.1 To register on or To use the App you must be over 18 years of age.
- 5.2 You must ensure that any details provided by you on registration or at any time are correct and complete.
- 5.3 You must inform us immediately of any changes to the information that you provided when registering or subsequently by updating your personal details in order that we can communicate with you effectively.
- 5.4 You can cancel your registration at any time by logging in and deactivating your account.

## **6 PASSWORD AND SECURITY**

- 6.1 When you register or first use the App you will be asked to create a PIN. In order to prevent fraud, you must keep this PIN confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your PIN you should login to your account and change your PIN immediately.
- 6.2 If we have reason to believe that there is likely to be a breach of security, we may require you to change your PIN or we may suspend your account.

## **7 GOOGLE PLAY**

- 7.1 If you have downloaded the App from the Google Play app store you are subject to that app store's applicable terms and conditions, including any usage rules. This section 7 sets out some terms and conditions which you and we agree to, specifically for the benefit of Google.
- 7.2 You and we acknowledge that these End User Terms are between us and you, not with Google Play app store. We, not Google Play app store, are solely responsible for the App and its content. If these End User Terms are more restrictive than Google Play app store applicable terms and conditions, the less restrictive term will apply to you.
- 7.3 The license granted to you in section 3.1 is limited to using the App on hardware/software as permitted under Google Play app store applicable terms and conditions.
- 7.4 You and we acknowledge that Google are not responsible for providing any maintenance and support services for the App.
- 7.5 We, and not Google, are responsible for the warranties set out in section 21. If we fail to conform to an applicable warranty under these End User Terms, you may notify Google, and Google will refund the purchase price for the App; other than that, and to the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the App, 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.
- 7.6 You and we acknowledge that we, not Google, are responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- 7.7 You and we acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's Intellectual Property Rights, we, not Google, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- 7.8 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.

- 7.9 You and we acknowledge and agree that Google, and Google's subsidiaries, are third party beneficiaries of these End User Terms, and that, upon your acceptance of these End User Terms, Google will have the right (and will be deemed to have accepted the right) to enforce these End User Terms against you as a third party beneficiary.

## **8 INTELLECTUAL PROPERTY**

- 8.1 The App is protected by Intellectual Property Rights owned by us or our licensors. Except as required to use the App 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 the App without written permission from us or, as applicable, our licensors.
- 8.2 Nothing in these End User Terms gives you a right to use any of our or any of our licensors' trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.
- 8.3 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 the App.
- 8.4 We agree that we do not acquire any Intellectual Property rights in your User Data.

## **9 ACCEPTABLE USE POLICY**

- 9.1 You may not use the App 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 the App; or
  - (d) making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- 9.2 You will be responsible for our losses and costs resulting from your breach of this section 9.

## **10 CHANGES TO THE APP**

- 10.1 We will notify you of available updates to the App via the app store.
- 10.2 You acknowledge that if you do not install updates to the App promptly the functionality and security of the App may be affected.
- 10.3 You agree that we may stop (permanently or temporarily) making available the App (or any components of it) to you or to end users generally, at our sole discretion, without prior notice to you.

## **11 DOWNTIME**

Your access to the App 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 access as soon as we reasonably can.

## **12 APP SUPPORT**

12.1 We will use reasonable endeavours to provide technical or other support for the App. Any support which we provide will be limited to the then current release of the App and the release before that as determined by us.

12.2 If we choose to provide any technical or other support to you, you agree that with respect to any technical information that you provide to us, we have an unrestricted right to use such information for our business purposes, including for marketing, support and development.

## **13 OUR RIGHT TO SUSPEND YOUR USE OF THE APP**

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

## **14 OUR APPROACH TO PRIVACY**

14.1 We will collect, use, keep and share information about you in accordance with our Privacy Policy <http://avenna.com/privacy-policy/>

14.2 We may also collect certain usage statistics relating to your use of the App, including but not limited to version numbers of software and statistical information on how the features in the App are being used. This information is completely anonymised. See our Privacy Policy for more details.

14.3 The App:

- (a) is developed on the basis of privacy best practice, including privacy by design and privacy by default;
- (b) functions and collects, uses, processes, transmits and maintains personal data strictly in compliance with all applicable laws relating to data protection and privacy;
- (c) complies with industry standard security practices and
- (d) contains a legally compliant privacy policy here <http://avenna.com/privacy-policy/>

## PART C: CONSENT CONTRACT TERMS

### 15 MAKING A CONSENT CONTRACT

- 15.1 We will only receive your User Data under a Consent Contract made via the App. Once you have installed the App and the digi.me App you can receive Consent Requests from us.
- 15.2 The display to you of a Consent Request constitutes an offer from us to you to access your User Data on the basis outlined in the Consent Request. You accept a Consent Request only when you click "Authorise". Please take the time to read the Consent Request before you click. Your obligation to provide Released Data only arises upon acceptance by you of the Consent Request to form a Consent Contract.
- 15.3 If you accept a Consent Request by clicking "Authorise" your acceptance is sent to digi.me who will issue you with a Consent Receipt. At the point digi.me transmits the Consent Receipt to you, a Consent Contract is made between you and us. When a Consent Contract is made between you and us the digi.me App will send a request to your User Storage to release the Released Data to us directly. Digi.me will never see your User Data.

### 16 RELEASED DATA

- 16.1 We will not attempt to collect, use, process or transmit any User Data in excess of the Released Data.
- 16.2 We will use Released Data strictly in accordance with the Consent Contract including:
- (a) complying with any Forget Me Instruction;
  - (b) only using the Released Data for the Purposes recorded in the Data Purposes field of the Consent Contract;
  - (c) we will only share Released Data to the third parties as identified, and for the purposes identified, in the Shared Data field of the Consent Contract; and
  - (d) we will only keep the Retained Data (and not any other Released Data) as recorded in the Retained Data field of the Consent Contract, and then only for the period of time recorded in the Retained Period field of the Consent Contract; and we will get anyone we share the Shared Data with to agree to the same.

### 17 USER BENEFIT

- 17.1 If the Consent Contract contains a User Benefit, we will deliver the User Benefit to you as soon as possible following release of the Released Data.
- 17.2 If the User Benefit we are providing involves the delivery of content to User Storage, we will ensure that all such content is lawful, including:
- (a) not delivering or making available any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material; and
  - (b) not delivering or making available electronic copies of materials protected by copyright without the permission of the owner.



17.3 We will ensure that all User Benefits comply with all applicable laws.

## **18 EDITING**

If a Consent Contract allows us to edit any User Data or User Storage, we will be transparent about what we are asking for in our Consent Request and that the edits we make will match those disclosed in the Consent Contract.

## **19 ENDING CONSENT CONTRACTS**

19.1 You can stop an Ongoing Consent Contract at any time by switching it off using the Dashboard.

19.2 If you switch an Ongoing Consent Contract off, you agree that this may affect any corresponding User Benefit you are receiving.

19.3 Ongoing Consent Contracts will terminate if digi.me ceases to make the digi.me App available.

19.4 Each Consent Contract shall automatically end upon completion of delivery of all Released Data and the User Benefit associated with it. You can see a list of all your ongoing and historical Consent Contracts (including their Consent Receipts) at any time by using the Dashboard.

## **20 FORGET ME FUNCTION**

20.1 We may use the digi.me Forget Me Function in Consent Contracts. Even if we don't, you may still benefit independently from a Right To Be Forgotten under your local laws. If this is the case, please see our Privacy Policy for how to contact us and exercise your Right To Be Forgotten.

20.2 For each Consent Contract where the Forget Me Function is switched on, the Forget Me Function allows you to send us a Forget Me Instruction. When you send a Forget Me Instruction this is sent from the digi.me App directly to us.

20.3 Each time we receive a Forget Me Instruction we shall promptly erase the Retained Data for that Consent Contract and confirm to you when this has been done. We shall also instruct any third parties with whom we have shared any Retained Data to do the same and confirm this to us.

20.4 Even if you issue a Forget Me Instruction, there may be some data which we need to keep, for example, because the law requires us to. Please see our Privacy Policy for more information.

20.5 You will still be able to use the Forget Me Function even after the Consent Contract has ended. You can do this by going to the Consent Contract in the Dashboard where the Forget Me Function will still be available. Please see our Privacy Policy, should you need more information on this.

## PART D: GENERAL TERMS

### 21 OUR RESPONSIBILITIES AND LIMITATIONS

- 21.1 We provide the App with a reasonable level of skill and care. However, there are certain things that we cannot promise, as described below.
- 21.2 Except as expressly set out in these End User Terms, neither we nor our suppliers, distributors, or investors, make any specific promises about the App or any products or services available through it.
- 21.3 We will use a reasonable level of skill and care to try to ensure our own content within the App is correct, reputable and of appropriate quality, but we do not make any warranties or guarantees in relation to that content.
- 21.4 You acknowledge that software can never really be totally free from bugs and security vulnerabilities. We do not warrant that use of the App will be secure, accurate, uninterrupted or error free or that it will meet your specific requirements. We provide the App “as is” and “as available”.
- 21.5 You understand that all third party data, products and services you may access through the App are the sole responsibility of the person, company or organisation from which they originated.
- 21.6 The App may include links to third party websites and/or apps which are beyond our control. We are not responsible for any data, products or services available outside of the App.
- 21.7 Part of the App may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that their material complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.
- 21.8 Some countries provide for certain warranties, such as the implied warranty of satisfactory quality, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all such warranties.
- 21.9 If we are in breach of these End User 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 the App. Our liability shall in any event exclude loss of or damage to computers, devices or any software or data (including User Data) and business losses such as lost data, lost profits or business interruption subject to section 21.11 below.
- 21.10 Our total liability to you whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising in connection with the App shall be limited to re-providing you with any services you have purchased via the App subject to section 21.11 below.
- 21.11 This section 21 shall not limit or exclude our liability resulting from any products sold through the App being found to be unsafe or if something we do negligently causes death or personal injury or any other liability which cannot legally be limited or excluded.

## **22 TERMINATION**

22.1 We may terminate these End User Terms, your use of the App and the Services in the circumstances outlined below:

- (a) you have breached any important provision of these End User Terms;
- (b) we are required to do so by law or choose to do so following legal advice;
- (c) any partner with whom we offered certain components of the App has ended its relationship with us or stopped offering certain components of the App;
- (d) we decide to no longer provide the App or certain components of the App to users generally or to users in the country in which you are resident or from which you use the App; or
- (e) provision of the App to you by us is, in our sole discretion, no longer commercially viable.

22.2 If we terminate under section 22.1 you agree to irretrievably delete the App and all components from your computers and devices.

22.3 Termination or expiry (howsoever occurring) does not affect any accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry.

## **23 DISPUTES AND APPLICABLE LAW**

23.1 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.

23.2 These End User Terms 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 must do so within the United Kingdom.

## **24 INTERNATIONAL USE**

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

## 25 MISCELLANEOUS

- 25.1 If there is any conflict between the following documents the following order of precedence shall apply: a Consent Contract; our Privacy Policy; these End User Terms.
- 25.2 You may not transfer any of your rights under these End User Terms to any other person. We may transfer our rights under these End User Terms to another business where we reasonably believe your rights will not be affected.
- 25.3 We shall not be responsible for any breach of these End User Terms caused by circumstances beyond our reasonable control.
- 25.4 The App is owned and operated by Avenna Ltd, Culham, Science Centre, Abingdon, United Kingdom, OX14 3EB. You can contact us:
- (a) by post, using the postal address given above;
  - (b) using our website contact form;
  - (c) by telephone, on the contact number published on our website; or
  - (d) by email, using the email address published on our website.
- 25.5 These End User Terms constitute the whole legal agreement between you and us, to the exclusion of any previous agreements, and govern your use of the App.
- 25.6 You agree that if either you or we do not exercise or enforce any legal right or remedy which is contained in these End User Terms (or which is available under any applicable law), this will not be taken to be a formal waiver of those rights and that those rights or remedies will still be available.
- 25.7 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these End User Terms is invalid, then that provision will be removed from these End User Terms without affecting the rest of these End User Terms. The remaining provisions of these End User Terms will continue to be valid and enforceable.
- 25.8 Except as set out in section 7.9 these End User Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary these End User Terms are not subject to the consent of any other person.
- 25.9 We will not publicly file or save a copy of these End User Terms for each [transaction via/download of] the App and you should save a copy for yourself if you would like to keep them.

## Optional clause:

### **26 NON-CONSUMER USE OF THE APP**

- 26.1 If you use the App not as a consumer but on behalf of a business or other organisation, that business or organisation accepts the obligations in these End User Terms, including this section.
- 26.2 To the maximum extent permitted by law, you agree to defend, indemnify, and hold harmless us, our affiliates and our respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable lawyer fees) arising out of or accruing from your use of the App in breach of these End User Terms or any applicable law.
- 26.3 We will be entitled, at our expense, to participate in the defence and settlement of the claim or action with lawyers of our own choosing. You may not settle any claims that limit our rights without our prior written consent (which will not be unreasonably withheld).
- 26.4 This section does not apply to non-business consumer users of the App.