

User Agreement

1. General

Beats Medical Limited (“**Beats Medical**”, “**we**”, “**us**” or “**our**”) owns and operates this mobile application, Beats Medical App (the “**App**”). We are incorporated and registered in Ireland as a limited liability company under company number 518631 and have our registered office at Beats Medical IDCC Suite 1196, 77 Sir John Rogerson’s Quay, Dublin 2, Ireland.

Warning:

- (1) **This App does not function without a Subscription (as defined below) to our Subscription Services (as defined below). Subscriptions for our Subscription Services are annual and require monthly payments via a valid direct debit mandate as explained below.**

YOU HAVE A RIGHT OF WITHDRAWAL FROM THE SUBSCRIPTION SERVICES OF 7 WORKING DAYS FROM ENTERING INTO THIS AGREEMENT. HOWEVER, BY ACCEPTING THESE TERMS YOU ACKNOWLEDGE AND AGREE THAT THE SUBSCRIPTION SERVICES WILL COMMENCE IMMEDIATELY AND YOU WILL NOT HAVE A RIGHT OF WITHDRAWAL OR CANCELLATION FROM THESE TERMS.

- (2) **This App requires a smart phone with a minimum of 20MB of memory, Internet access and the Android or IOS operating systems.**

2. Acceptance of this User Agreement and our Privacy Statement

These terms and conditions (“**User Agreement**”) govern your use of the App and the Subscription Services we provide via the App including any updates or supplements to the App or any of the Subscription Services, unless they come with separate terms, in which case those terms apply. We do not sell the App to you. We remain the owners of the App at all times.

By accessing and using this App you are agreeing to be bound by this User Agreement. You should therefore read this User Agreement carefully and in its entirety.

It is also important that you understand fully what data we collect from you and from your Device. For full details of the type of information we collect via our App and the Subscription Services, our use of such information and to whom we may disclose this information, you must read and accept our [Privacy Statement](#) which is hereby incorporated into and forms part of this User Agreement.

PLEASE NOTE ALSO THAT THIS USER AGREEMENT CONTAINS TERMS WHICH LIMIT OUR LIABILITY TO YOU. IF YOU DO NOT AGREE TO THIS USER AGREEMENT THEN YOU SHOULD NOT ACCESS OR USE THIS APP AND/OR THE SUBSCRIPTION SERVICES.

3. IMPORTANT NOTICE AND DISCLAIMER ABOUT THIS APP AND OUR SUBSCRIPTION SERVICES

WE MAKE THIS APP AND THE SUBSCRIPTION SERVICES THROUGH IT, AS AN AID FOR PARKINSON’S DISEASE SUFFERERS.

THIS APP AND ANY INFORMATION CONTAINED AND THE SUBSCRIPTION SERVICES PROVIDED IN, VIA OR OBTAINED FROM IT ARE NOT INTENDED UNDER ANY CIRCUMSTANCES TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT AND

INFORMATION CONTAINED AND THE SUBSCRIPTION SERVICES PROVIDED IN, VIA OR OBTAINED FROM THIS APP SHOULD NOT BE RELIED WHATSOEVER FOR THESE PURPOSES OR ANY OTHER PURPOSE THAT MAY REQUIRE MEDICAL CONSULTATION, DIAGNOSIS, DECISION AND/OR PRESCRIPTION. WE DO NOT OFFER OR GIVE MEDICAL ADVICE. THIS APP IS INTENDED TO ASSIST PARKINSON'S DISEASE SUFFERERS, BUT NOT TO REPLACE THE RELATIONSHIP BETWEEN YOU AND YOUR MEDICAL PROFESSIONAL(S). BY USING THIS APP YOU AGREE THAT THE INFORMATION CONTAINED AND THE SUBSCRIPTION SERVICES PROVIDED IN, VIA OR OBTAINED FROM THIS APP ARE NOT A SUBSTITUTION FOR PROPER CONSULTATION OR CARE BY A DOCTOR, PSYCHIATRIST, PHYSIOTHERAPIST, THERAPIST, NUTRITIONIST, SUPPORT GROUP OR OTHER MEDICAL OR HEALTH PROFESSIONAL. ALWAYS SEEK THE ADVICE OF YOUR DOCTOR, PHYSIOTHERAPIST, THERAPIST, NUTRITIONIST OR OTHER MEDICAL OR HEALTH PROFESSIONAL WITH QUESTIONS REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING SUCH ADVICE BECAUSE OF YOUR USE OF THE SUBSCRIPTION SERVICES AND/OR ANYTHING YOU MAY HAVE READ ON THIS APP.

OUR APP AND SUBSCRIPTION SERVICES ARE INTENDED AS AN AID FOR PARKINSON'S DISEASE SUFFERERS. THE SUBSCRIPTION SERVICES AND/OR ANY COMMENTARY, OPINIONS AND OTHER MESSAGES OR MATERIALS POSTED ON OR OBTAINED FROM OUR APP ARE NOT INTENDED TO AMOUNT TO ADVICE ON WHICH RELIANCE SHOULD BE PLACED. IN NO CIRCUMSTANCES SHOULD THE SUBSCRIPTION SERVICES AND/OR INFORMATION OBTAINED THROUGH THIS APP BE CONSIDERED A SUBSTITUTE FOR CONVENTIONAL TREATMENTS OR OF THE INFORMATION AND RESULTS GARNERED AND PROVIDED BY A QUALIFIED HEALTH PROFESSIONAL, OWING A DUTY OF CARE TO HIS/HER PATIENT. THIS DUTY OF CARE IS NOT TRANSFERRED TO, OR SHARED BY, US OR ANY OTHER USER OF THE APP. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, STUDIES, TREATMENTS, PROTOCOLS, MEDICAL PRACTITIONERS, PRODUCTS, PROCEDURES, OPINIONS OR OTHER INFORMATION THAT MAY BE FOUND ON THIS APP OR ON LINKS REACHED THROUGH THE APP. YOU RETAIN SOLE RESPONSIBILITY FOR, WITHOUT LIMITATION, ALL ASSUMPTIONS, INTERPRETATIONS, CONCLUSIONS AND ACTIONS MADE BY YOU ARISING FROM YOUR USE OF THIS APP AND/OR THE SUBSCRIPTION SERVICES.

THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THIS APP AND/OR THE SUBSCRIPTION SERVICES IS AT YOUR OWN RISK AND WE THEREFORE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM YOUR USE OR INABILITY TO USE THE APP AND ANY RELIANCE PLACED ON COMMENTARY AND OTHER MATERIALS POSTED ON OR OBTAINED FROM OUR APP BY ANY VISITOR TO OUR APP, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

WE DO NOT WARRANT THE ACCURACY, PRECISION, UPDATING OR EXHAUSTIVENESS OF INFORMATION MADE AVAILABLE ON THIS APP. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL LIABILITY FOR ANY LOSS, DAMAGE OR DISTRESS RESULTING FROM ANY INFORMATION MADE AVAILABLE ON THIS APP AND FROM YOUR USE OF SUCH INFORMATION.

YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE ARE NOT RESPONSIBLE OR LIABLE WHATSOEVER FOR ANY CLAIM, LOSS OR DAMAGE DIRECTLY OR INDIRECTLY RESULTING FROM YOUR USE OF THIS APP AND/OR THE SUBSCRIPTION SERVICES. THEREFORE, YOU UNDERSTAND AND AGREE THAT:

- (A) OUR APP DOES NOT GUARANTEE RECOVERY FROM ANY MEDICAL CONDITION OR COMPLAINT EXPERIENCED AT THE TIME OF USING OUR APP OR THEREAFTER; AND
- (B) YOU SHOULD SEEK THE ADVICE OF A DOCTOR OR OTHER QUALIFIED HEALTH PROFESSIONAL IN RESPECT OF ANY QUESTIONS CONCERNING MEDICAL CONDITIONS, PSYCHOLOGICAL DISTRESS, NUTRITION AND/OR OTHER MATTERS OF HEALTH.

OUR METRONOME SERVICE IS DESIGNED TO WORK WITH YOUR LIFESTYLE AND NOT BE INTRUSIVE OR AFFECT YOUR ACTIVITIES. HOWEVER, WE STRONGLY RECOMMEND THAT YOU TAKE EXTRA CARE USING THE METRONOME SERVICE SUCH THAT YOU DO NOT BECOME DISTRACTED BY OR UNDULY FOCUSED ON THE METRONOME SUCH THAT YOU PUT YOURSELF OR OTHERS AT DANGER. OUR METRONOME SERVICE SHOULD NOT BE USED WHILST OPERATING A VEHICLE OR MACHINERY.

OUR CALENDAR SERVICE IS INTENDED AS A HANDY REMINDER TO TAKE YOUR MEDICATIONS. IT IS ONLY AS RELIABLE AS THE INFORMATION YOU INPUT INTO THE APP AND WE DO NOT RECOMMEND YOU RELY ON THE CALENDAR SERVICE AS YOUR SOLE MEANS OF REMINDER TO TAKE MEDICATION. THIS IS YOUR SOLE RESPONSIBILITY.

THE SUBSCRIPTION SERVICES MAY BE MONITORED BY US BUT WE DO NOT OFFER 24/7/365 MONITORING AS PART OF THE SUBSCRIPTION SERVICES AND WE ARE NOT A MEDICAL ALERT SERVICE.

NOTHING IN THIS USER AGREEMENT SHALL AFFECT YOUR STATUTORY RIGHTS.

4. Services

We offer four primary services: (i) a daily 2 minute metronome assessment (“**Assessment Service**”) (ii) our metronome therapy which if used correctly provides you with a daily, tailored metronome which is intended to assist your mobility. This treatment is available as a morning, afternoon or anytime treatment. For optimum use we suggest you partake in the morning and afternoon treatment daily (“**Metronome Service**”) (iii) a calendar service where you can insert daily and hourly reminders to take your medication (“**Calendar Service**”); and (iv) reports on your progress (“**Reporting Service**” and collectively the “**Subscription Services**” which term shall include any additional or replacement services offered by us via the App from time to time).

In order to use the Metronome Service you must use the App each morning to perform a test of your mobility using your Device. We will review the data collected from your Device and send you a tailored metronome to your Device. It is intended that you use this metronome for at least ten minutes, twice daily. This is repeated daily for the duration of your Subscription (as defined below) or as often as you use the Metronome Service.

As part of the Reporting Service we review your use of the metronome provided to you and we will provide you with monthly reports which are accessible via the App or via our website www.beatsmedical.com. When accessing our website www.beatsmedical.com to access your reports, you are subject to this User Agreement.

The Calendar Service provides reminders via the App and your Device to take any medication which you have inputted into the App. This is a reminder service only and is only

as reliable as the information inputted by you and the availability to you of your Device and the App.

5. Subscriptions and Payment

We currently offer an annual subscription to the Subscription Services (“**Subscription**”) payable monthly in arrears at a daily charge of €2.00 (“**Subscription Fee**”). The Subscription Fee must be paid by direct debit and the Subscription Services will only commence after receipt of your completed direct debit mandate by Beats Medical.

In consideration of payment of the Subscription Fee, we grant you the right to access and use the Subscription Service available from this App for the duration of your Subscription and any Renewal.

6. Renewal of your Subscription

Your Subscription will automatically renew on each annual anniversary of your Subscription for a further period of 12 (twelve) months (each, a “**Renewal**”). You can opt-out from this Renewal at any time by emailing us at office@beatsmedical.com, writing to us at Beats Medical Suite 1186, 77 Sir John Rogersons Quay, Silicon Docks, Dublin 2 or clicking [\[here\]](#).

We may increase the Subscription Fees in advance of any Renewal to apply to that Renewal. These will be notified to you in advance so that you can decide to renew or not.

7. Amendments and Changes to this User Agreement

We may change the terms of this User Agreement at any time by sending you an SMS with details of the change or notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Subscription Services.

During your Subscription or any Renewal (other than on Renewal): Your continued use of the App signifies your acceptance of any revised version of this User Agreement. If you do not agree to any changes during your Subscription or any Renewal you may notify us of your disagreement as follows: office@beatsmedical.com and we will terminate the Subscription Services as soon as practicable. You will be liable for the Subscription Fees due and payable up to that point and these will be deducted via your direct debit mandate.

On any Renewal: On any Renewal your continued use of the App signifies your acceptance of the then current version of this User Agreement which will be notified to you.

8. Your Device and Updates to this App

You will be assumed to either own or have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you (“**Devices**”) and to download a copy of the App onto the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this User Agreement for the use of the App or the Subscription Services on or in relation to any Device, whether or not it is owned by you.

From time to time updates to the App may be issued through the relevant app store. Depending on the update, you may not be able to use the Subscription Services until you have downloaded or streamed the latest version of the App and accepted any new terms.

9. Use of App and Licence Restrictions

In consideration of you agreeing to abide by this User Agreement, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to the terms of this User Agreement, our Privacy Statement and any relevant rules of the app store from which this App was downloaded or streamed. We reserve all other rights.

Except as expressly set out in this User Agreement or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that such actions cannot be prohibited by applicable law;
- (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
- (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or the Subscription Services (together the "**Licence Restrictions**").

We, and our licensors, retain all right, title and interest in the information, communications, software, scripting, photographs, text, video, graphics, music, sounds, images, copyright, trade marks, trade names, logos, programs, sessions and other materials and the Subscription Services found on the App, including its *look and feel* (collectively, the "**Beats Medical Content**").

You should note that the Beats Medical Content is protected by copyright, trade mark, database right, *sui generis* rights and other intellectual property laws (as the case may be), under national laws and international treaties.

You may not make alterations, copies, extracts, modifications or additions to the Beats Medical Content, or sell, copy, disseminate or licence it, or misuse the Beats Medical Content in any way. If you want to re-publish, extract, reproduce, disseminate or otherwise use any of the Beats Medical Content, you must contact us in advance for permission except if otherwise expressly provided in this User Agreement.

We may use information on how you use the App for a number of purposes, which are described in our [Privacy Statement](#). Use of our App generates certain data that is anonymous and does not personally identify you. We own this anonymous data. If and to the extent you have any right, title or interest in or to this anonymous data (or part thereof), you hereby unconditionally and irrevocably assign, transfer and set over unto Beats Medical (in

consideration of us providing you the Subscription Services) absolutely all your right, title and interest (including all intellectual property rights) in and to the aforementioned anonymous data.

This is without prejudice to any rights you may have under any applicable mandatory laws.

10. Registered Users

By registering with the App, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the App does not violate any applicable law or regulation.

You must treat your username and password you choose on registration as confidential, and you must not disclose them to any third party. We have the right to disable any username, user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this User Agreement. As a user of the App you are expected to respect the confidential nature of the information you may be granted access to by other users. You must not disclose user information or any App content to any other person.

You are responsible for making all arrangements necessary for you to have access to the App. You are also responsible for ensuring that all persons who access the App through your internet connection are aware of these terms, and that they comply with them in full.

11. User Content

We do not claim any proprietary rights in the text, files, images, photos, works of authorship, or any other materials (collectively, "**User Content**") which you upload and/or input to the App. After inputting and/or uploading User Content to the App, you continue to retain all ownership and/or license rights in such User Content, and continue to have the right to use your User Content in any way you choose.

By inputting or uploading any User Content on or through the App, you grant us a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content as we may, in our discretion, choose to do. To the extent any User Content contains personal data we will use it in accordance with our [Privacy Statement](#). The license you grant to us is perpetual (meaning it will not expire), transferable (should we change ownership), non-exclusive (meaning you are free to license your User Content to anyone else in addition to us), fully-paid and royalty-free (meaning we are not required to pay you for the use on the App of the User Content that you provide) and worldwide (because the internet and the App are global in reach).

12. Acceptable Use

You must:

- (a) not use the App or the Subscription Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this User Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Subscription Service or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Subscription Service (to the extent that such use is not licensed by this User Agreement);

- (c) not transmit any material that is defamatory, tortious, harmful, obscene, infringing, offensive, racially or ethnically offensive, harassing, scandalous, hateful, inflammatory, threatening, offensive, unlawful, profane, pornographic, or otherwise objectionable in relation to your use of the App or any Subscription Service including without limitation, anything that facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, is illegal or which could or does cause damage or injury to any person or property, could give rise to any civil or criminal liability under applicable law, including, without limitation, any material that you are not entitled to post or transmit, or where such posting or transmission is otherwise in breach of any third party intellectual property rights;
- (d) not use the App or any Subscription Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) not collect or harvest any information or data from any Subscription Service or our systems or attempt to decipher any transmissions to or from the servers running any Subscription Service;
- (f) not use the App for commercial purposes without our prior written consent;
- (g) not manipulate any identifiers to disguise the origin of a message;
- (h) not disclose any other user's personal information without their prior express agreement. This means that if you happen to know another user's identity you must not disclose this to any other user or to any other third party. Furthermore, you must not name, discuss or promote any medications;
- (i) not use the App in any manner which could damage, disable, overburden or impair the App or any other party's computer systems or hack or gain unauthorised access to this App and the Beats Medical Content or data. You must not use the App for any illegal or immoral purposes.

Where permitted by law, we reserve the right to disclose to our legal representatives, any Court and any regulatory and/or law enforcement authority the identity of any user who breaches this User Agreement and/or our Privacy Statement (or any part thereof).

You agree to indemnify us, and our respective officers, agents, partners and employees against all losses, expenses, damages and costs incurred by us arising out of any claims that information or material which you have submitted to or made available on the App is in breach of this User Agreement (or any part thereof), is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

13. Communication at Your Own Risk

E-mail and other methods of transmitting information over the Internet are subject to interference or scrutiny by third parties and should be independently verified. We cannot ensure security and privacy of such communications and all risk in transmitting such communications lies with you. Additionally, by using the App or any Subscription Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a

particular transmission is encrypted.

14. Indemnity

You agree to indemnify us, and our respective officers, agents, partners and employees against all losses, expenses, damages and costs incurred by us arising out of:

- (a) your use or misuse of the App (or any other person accessing the App using your account), any of the Subscription Services or any information accessible over or through the App, including information obtained from third party websites;
- (b) any information you submit to or make available on the App;
- (c) your violation of this User Agreement or any other laws, regulations and rules;

We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defences.

15. DISCLAIMERS AND LIMITATION OF LIABILITY

USE OF THE APP IS ENTIRELY AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING IN WHOLE OR IN PART FROM THE USE OF, VIEWING, ACCESS TO, INTERPRETING OF, RELYING ON OR DOWNLOADING OF THE APP AND/OR ANY BEATS MEDICAL CONTENT. WE SHALL NOT BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOSS OR DAMAGE CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING THE CONTENT OR OTHER INFORMATION OBTAINED THROUGH THE USE OF THIS APP.

OUR WEBSITE AND THE SUBSCRIPTION SERVICES PROVIDED THEREIN ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR ENDORSEMENT OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS WEBSITE DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED.

FOR THE AVOIDANCE OF DOUBT, WE MAKE NO UNDERTAKING, REPRESENTATION OR WARRANTY:

- (I) IN CONNECTION WITH THE COMPLETENESS OR ACCURACY, RELIABILITY OR TIMELINESS OF ANY OF THE BEATS MEDICAL CONTENT; AND/OR
- (II) THAT THIS APP OR THE SERVER(S) IT IS HOSTED ON IS FREE FROM DEFECTS, ERRORS, VIRUSES, BUGS OR OTHER HARMFUL ELEMENTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WE AND ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS APP HEREBY EXPRESSLY EXCLUDES ALL LIABILITY, LOSS OR DAMAGE INCURRED BY YOU, OR ANY OTHER PERSON, ARISING OUT OF ACCESS TO, USE OF OR INABILITY TO USE THIS APP, OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF OR ANY WEBSITES LINKED TO IT WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR ANY OTHER LEGAL THEORY, FOR ANY OF THE FOLLOWING, EVEN IF FORESEEABLE:

- (I) LOSS OF INCOME OR REVENUE; LOSS OF BUSINESS; LOSS OF PROFITS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF DATA; LOSS OF

GOODWILL; AND WASTED MANAGEMENT OR OFFICE TIME;

(II) DIRECT; INDIRECT; OR CONSEQUENTIAL LOSS OR DAMAGE.

THE LIMITATION ON OUR LIABILITY DOES NOT AFFECT OUR LIABILITY IN THE EVENT OF YOUR DEATH OR PERSONAL INJURY RESULTING FROM AN ACT OR OMISSION OF BEATS MEDICAL OR OUR LIABILITY FOR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE SUBSCRIPTION FEES PAID BY YOU TO US IN THE 12 (TWELVE) MONTHS PRECEDING YOUR CLAIM OR CLAIMS.

16. Links to Third Party Apps

The App may contain links to third party websites, but this does not mean that we endorse or authorise those websites, nor does it mean that we are affiliated with the third party website's owners or sponsors. Your use of third party websites is subject to the terms and conditions of use and other policies contained within each of those websites. We may terminate a link to a third party website at any time without notice and without liability to you.

17. Suspension / Termination

Without affecting any other right or remedy available to us or you, either party may terminate, or in our case suspend performance under, this User Agreement with immediate effect by giving written notice to the other party if:

- (a) you fail to keep in place a valid direct debit mandate or valid credit card details or fail to pay us any amount due under this User Agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment;
- (b) the other party commits a material breach of any term of this User Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
- (c) the other party repeatedly breaches any of the terms of this User Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this User Agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (g) an application is made to court, or an order is made, for the appointment of an examiner, or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over the other party;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) the other party becomes bankrupt or a petition for bankruptcy is made against it; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (d) to (j) (inclusive).

On termination or suspension of this User Agreement for any reason:

- (a) all licences granted under this User Agreement shall immediately terminate;
- (b) the Subscription Services shall cease; and
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or suspension, including the right to claim damages in respect of any breach of this User Agreement which existed at or before the date of termination suspension shall not be affected or prejudiced.

18. Severability

This User Agreement operates to the fullest extent permissible by applicable law. If any provision (or part thereof) of the User Agreement is unlawful, void or unenforceable, that provision (or part thereof) is deemed severable from the User Agreement and does not affect the validity and enforceability of any remaining provisions (or part thereof).

18. Other

Nothing in the User Agreement shall be construed to create a partnership or agency relationship between you and us and neither party shall have the right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in the name of or on behalf of the other.

If we fail to insist that you perform any of your obligations under the User Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19. Irish Law Applies

Ireland is the place of performance in respect of this App.

This User Agreement and any dispute or claim arising out of or in connection with it are or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Ireland, and you agree that the courts of

Ireland have exclusive jurisdiction to hear and determine any actions or proceedings that may arise out of or in connection with the User Agreement. However, this does not prevent us from instituting proceedings outside of Ireland.

Version 1 Effective as at April 2014