



## **MySunrise Mobile Application**

### **Terms and Conditions**

#### **END USER LICENCE AGREEMENT**

Please **read carefully** before downloading the MySunrise Application to your device.

The end-user licence agreement (EULA) is a legal agreement between the (end-user or you) and Technical Health Limited to allow you to use the MySunrise mobile application software, the data supplied within the software and the associated media and online or electronic documents.

We licence use of the App and documents to you on the basis of this EULA and subject to any rules or applied by any app store provider or operator from whose site, located at either

- itunes.apple.com (App store), or
- google play store (App store),

from which the End-user downloaded the App (App store Rules). We do not sell the App or documents to you. We remain the owners of the App and the content is either ours or licensed to us for use in the App.

#### **Operating system requirements:**

This App requires an Android or iOS handheld device with a minimum of 256MB of memory and updated with the most recent operating system software. Internet access is also required to download and update the app on your device.

#### **Important notice:**

By downloading the App and clicking on the “Accept” button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in condition 6.

If you do not agree to the terms of this licence, we will not licence the App and documents to you and you must stop the downloading process by closing and un-installing the App. In this case the you will be unable to use the App and must delete it from your device.

As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the App and documents. However, you will lose the right to cancel the transaction once you begin to download or stream the App and documents. You are able to uninstall the MySunrise App at any stage by deleting the app and all content from your device. This does not affect your consumer rights in relation to any defects in the App or the documents.

#### **AGREED TERMS**

##### **1. Acknowledgements**

1.1 The terms of the EULA apply to the App or any of the services accessible through the App (services), including any updates or supplements to the App or any service, unless they come with separate terms, in which case these terms apply. If any open-source software is included in the App or any service, the terms of an open-source licence may override some of the terms of the EULA.



1.2 We may change these terms at any time by sending you a message 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 services.

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

1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld device that are controlled, but not owned, by you and described in condition 2.2(a) and to download or stream 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 EULA for the use of the App or any service on or in relation to the device, whether or not it is owned by you.

1.5 The terms of our privacy policy from time to time, available on the MySunrise website, the App Store page and the 'App Info' section of the App (Privacy Policy) are incorporated into this EULA by reference. Additionally, by using the App or any 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.

1.6 By using the App or any of the services, you consent to us (Technical Health Limited) collecting and using technical information about the devices and related software, hardware and peripherals for services that are internet-based or wireless to improve our service and to enable our technology partner to improve its products and services.

1.7 Certain services may make use of location data sent from the devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You may withdraw this consent at any time by turning off your location services settings.

1.8 The App or any service may contain links to other independent third-party websites (third party sites). Third-party sites are not under our control, are we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any third-party sites, including the purchase and use of any products or services accessible through them.

## **2. GRANT AND SCOPE OF LICENCE**

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on your device, subject to these terms, the Privacy Policy and the App store Rules, incorporated into this EULA by reference. We reserve all other rights.

2.2 You may:

(a) download or stream a copy of the App and to view, use and display the App on the device for your personal purposes only; and

(b) use the Documents for your personal purposes only.



### **3. LICENCE RESTRICTIONS**

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

- (a) not to copy the App, its content, designs or Documents 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 or Documents;
- (c) not to make alteration 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 because they are essential for the purpose of achieving inter-operability of the App with another software program; and
- (e) 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.

### **3. ACCEPTABLE USE RESTRICTIONS**

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any 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 Service including the submission of any material (to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 You acknowledge that all intellectual property rights in the App, the Documents and the technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

### **6. LIMITATION OF LIABILITY**

6.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Documents meet your requirements.

6.2 The App has been constructed using good development and technology practices and is robust in purpose to the best knowledge and understanding at time of launch and will be continued to be kept up to date and functioning correctly as much as possible. All information and guidance contained within the App is correct as at the July



2020 date of release and we will use its reasonable endeavours to maintain the currency of all such information through periodic new releases and updates of the App.

6.3 However, use of the App by any persons, including health professionals, is at your own risk, and we make no representations or guarantees as to the adequacy or completeness of any of the information contained in the App.

6.4 The App is intended as a support tool for parents, carers and professionals caring for patients with Cancer. It does not take into account the individual circumstances of a patient and may not contain all the information you require. It should therefore not be used as the sole basis for prescribing any drugs or for the care of any patient. Services delivered for the treatment of Cancer at your Cancer Centre may also change and are directed by the Clinical staff in charge of Oncology treatment at the relevant NHS Trust. Any concerns or questions about treatment should always be directed toward the treating team and the App should be used as an information guide only. Updates may be released periodically and it is up to you to ensure that you are using the most up to date version available.

6.2 Other than liability for death or personal liability arising out of negligence, we shall not be liable for any claims or losses arising from the use or misuse of the App, its contents, and any omissions from its contents or otherwise.

6.3 We only supply the App and Documents for domestic and private use. You agree not to use the App and Documents for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.4 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £10.00.

6.5 Nothing in this EULA shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be excluded or limited by English law.

## **7. TERMINATION**

7.1 We may terminate this EULA immediately by written notice to you if you breach this EULA.:

7.2 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services;
- (c) you must immediately delete or remove the App from all your devices, and immediately destroy all copies of the App and Documents then in your possession, custody or control and certify to us that you have done so;
- (d) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services and the App store.



## **8. COMMUNICATION BETWEEN US**

8.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail as set out in [www.mysunrise.co.uk](http://www.mysunrise.co.uk) . We will confirm receipt of this by contacting you in writing, normally by e-mail.

8.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App.

## **9. OTHER IMPORTANT TERMS**

9.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

9.2 You may not transfer your rights or obligations under this EULA .

9.3 If we fail to insist that you perform any of your obligations under this EULA, 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.

9.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

9.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.