

## TERMS OF SERVICE

(EULA)

(Updated February 2024)

- PLEASE READ THESE LICENCE TERMS CAREFULLY
- BY ACKNOWLEDGING CONSENT (SEE ONLINE REGISTRATION PAGE) YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.
- IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT PROCEED WITH CREATING YOUR ACCOUNT.

### **WHO WE ARE AND WHAT THIS AGREEMENT DOES**

eeda™ is a company trading under the business THE CATEL GROUP LTD (13151884), with offices at Ap. 9 St. Augustine's Church, 17 St. Augustine's Road, Cheadle Heath, Greater Manchester, SK3 0JN, United Kingdom, and we hereby license you to use:

- The relevant version of our Platform, (the "**Web Platform**") and data analytics application software (the "**Web Platform**"), the data supplied with the software, and any browser accessible web-based version of the application (we refer to these as our "**Platform**") and any updates or supplements to any of them;
- Any related online or electronic documentation ("**Documentation**"); and
- The training, assessment and other services we offer from time to time that you connect to via the Platform and the content, including Documentation, that we provide to you ("**Service**"); as permitted in these terms.

### **YOUR PRIVACY**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

We are not a controller of your personal data. Your employer who is a customer of eeda™ is the controller of your personal data. We only process your personal data in their behalf and in line with

their instructions and the provisions of UK/EU GDPR. There may be a few cases where eeda™ may act as a controller of your personal data, in which case that information is processed in accordance with our Privacy Policy ([LINK](#)).

In some instances, your details may be shared with a group of your colleagues if you choose to participate in certain features/programmes offering within the Platform.

Kindly note that our platform prioritises security and confidentiality, ensuring user anonymity from their employer, however the company eeda™ can see the data users input on the platform as well as the ability to identify users. This ensures that any input, discussion, or content deemed concerning, harmful, disturbing or illegal remains private from employers and will not be disclosed to organisational leaders in a manner that identifies you. eeda™ is a platform that provisions technology to workplaces, eeda™ is not responsible or liable for employee welfare. eeda™ cannot be held responsible for any text which expresses personal, violent or sexual natures. If you require personal assistance, we encourage you to directly reach out to your organisation, EAP provider or local support.

#### **CONSENT TO COMMUNICATIONS**

By providing your consent, you agree to receive communications from eeda™ to the contact details you have provided, which shall be in accordance with eeda™'s Privacy Policy which can be accessed via the link shown above. Such communications may be for informational and marketing purposes. You accept that any reliance on these notifications will be at your own risk. eeda™ may monitor communication pathways for business purposes, such as quality assurance and training purposes and to protect its rights and rights of others and you hereby consent to such monitoring for such purposes. If you wish to opt out of marketing emails from us, you can unsubscribe by following the unsubscribe options in the marketing email itself. you also have the option to turn off push notifications through your settings.

#### **ADDITIONAL TERMS FOR SPECIFIC SERVICES**

The download of the **Mobile Platform** (currently not available) may be governed by the following terms of use and privacy policies:

<b>Service</b>	<b>Where to find the relevant terms and conditions</b>	<b>Where to find the relevant privacy policy</b>
Google Play/Android Market	Google Play Terms of Service: <a href="https://www.google.com/mobile/android/market-tos.html">https://www.google.com/mobile/android/market-tos.html</a>	<a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a>

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Apple's App Store Apple Media Services Terms and Conditions:

Store <https://www.apple.com/ie/legal/internet-services/itunes/ie/terms.html>

Apple Customer Privacy Policy

: <https://www.apple.com/legal/privacy/>

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The ways in which you can use the Platform and Documentation may also be controlled by your employer's rules and policies as may be amended or updated from time to time, and their rules and policies will apply in addition to these terms where there are differences between the two.

### **OPERATING SYSTEM REQUIREMENTS**

Use of the Platform requires a smartphone or other internet-enabled device (with a current and up-to-date version of generally industry recognised web browser) with a minimum of 512MB of memory and a current version of a globally recognised and reputable operating system as may be updated from time to time.

For the Mobile Platform we recommend running iOS12.1.4 or above or equivalent up-to-date smartphone operating systems.

For the Web Platform we recommend using at least Win10 or equivalent current and updated operating systems. Please note that the Web Platform will not function correctly if you use any version of the Internet Explorer browser to access it.

We cannot guarantee that our Services will work properly if you do not maintain at least our minimum recommended operating system requirements.

### **SUPPORT FOR THE PLATFORM AND HOW TO TELL US ABOUT PROBLEMS**

**Support.** If you want to learn more about the Platform or the Service or have any problems using them please take a look at our support resources at <https://eeda.io/>.

**Contacting us (including with complaints).** If you think the Platform or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at [info@eeda.io](mailto:info@eeda.io) or your designated service contact if you are using a commercial version of the Platform.

**How we will communicate with you.** If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

### **HOW YOU MAY USE THE PLATFORM, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the Platform onto any number of devices in order to view, use and display the Platform and the Service on such devices for your personal purposes only;
- use any Documentation to support your permitted use of the Platform and the Service;

- provided you comply with the license restrictions in this EULA, you may make up to one (1) copy of the Platform for back-up purposes; and
- receive and use any free supplementary software code or update of the Platform incorporating “patches” and corrections of errors as we may provide to you.

In using the Platform, you agree to comply with any code of conduct or similar rules of conduct that relate to the Platform.

#### **YOU MUST BE 16 TO ACCEPT THESE TERMS AND USE THE PLATFORM**

You must be 16 or over to accept these terms and use the Platform and you must not use the Platform without both your parent or guardian’s consent and our express permission where you are under the age of 16.

#### **YOU MAY NOT TRANSFER YOUR RIGHT TO ACCESS THE PLATFORM TO SOMEONE ELSE**

We are giving you personally the right to access the Platform and to use the Service. Whilst you may have sharing rights as set out above, you may not otherwise transfer the Platform or the Service to someone else, whether for money, for anything else or for free. If you sell any Device on which the Platform is installed, we ask that you remove the Platform from that Device as you understand that any other person might be able to use any saved information you left on that device in relation to the Platform. If you permit access to the Platform by any third party, you are responsible for that third party’s use of the Platform as though it was you using them.

#### **ACCOUNT CREATION**

You shall be solely responsible for the accuracy and completeness of any and all information that is provided to eeda™. eeda™ does not warrant nor represent the accuracy, completeness or suitability of your use of any information (including any Content) on the Platform and/or the app. Anything you download from the Platform and/or the app shall be strictly for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. If you download or stream the app onto any phone or other device not owned by you, you will be responsible for complying with these terms, whether or not you own the phone or other device.

#### **USING OUR SERVICES**

#### **DISCLAIMER & WARRANTIES**

The service and all materials, products and content available through it are provided on an “as is” and “as available” basis, without warranty or condition of any kind, either express or implied. eeda™ entities disclaim and you hereby expressly waive all warranties of any kind, whether express, implied or statutory, relating to the service and all materials, products and content available through the service.

no advice or information, whether oral or written, obtained by you from eeda™ or any materials or content available through the service will create any warranty regarding any of the eeda™ entities or the service that is not expressly stated in these terms. You assume all risk for any harm, injury or damage that may result from your use of or access to the service (and any feature of it), you're dealing with any other service user and any materials or content available through the service. you understand and agree that you use the service, access and download, or otherwise obtain materials or content through the service and any associated sites or services at your own discretion and risk and that you are solely responsible for any damage to your property or loss of data that results from use of the service or download or use of any material or content.

You acknowledge that the Platform and app are designed to be compatible only with software and systems as specified by eeda™. eeda™ does not guarantee the provision of the Platform and app will be uninterrupted or error-free and does not accept responsibility for any part of the service provision infrastructure (including without limitation the internet) which is outside its reasonable control. eeda™ will apply its best effort to secure the confidentiality, integrity and availability of its platform, in line with ISO 27001 certification (which eeda™ hopes to be certified in the future) , but as with all complex software, it does not guarantee that the Platform or app will be entirely secure at all times.

eeda™ shall take steps to prevent accidental or unlawful destruction, loss, alteration unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed. However, it shall not be responsible for (and expressly disclaims all liability to you in respect of): (a) the operation of your infrastructure; (b) loss, damage, inaccuracy and/or incompleteness of any content; (c) transmission errors, malfunctions or non-availability of any computer, data or telecom facilities, including the internet; (d) any unauthorised use or attempted use of the Platform and/or the app; (e) making backup copies of any content; or (f) the manner in which the results of the Platform and/or app are used.

### **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or as our services grow and change over time as we develop our services generally. Where these changes will remove significant functionality or result in a material detriment to your use of the Platform then we will normally try to give you, or your representative, at least 30 days' notice of any change with details of the change or notifying you of a change when you next start the Platform.

If you do not accept the changes we apply to the Platform you may not be permitted to continue to use the Platform or elements of their functionality may be limited partially or fully and you will not be due any refund (if the Platform is either provided to you for free, or, paid for by your representative).

### **UPDATE TO THE PLATFORM AND CHANGES TO THE SERVICE**

From time to time, we may automatically update the Platform and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Platform for these reasons.

In relation to the **Mobile Platform**, if you choose not to install such updates on your mobile Device or if you opt out of automatic updates then you may not be able to continue using the Platform or any of our Services on your mobile device.

The Platform will always match the description of them as provided to you at the time you downloaded the Platform, except as we apply changes in accordance with this Agreement or our other terms and policies from time to time.

### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download, access or stream the Platform onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the Platform or any of the Services, you agree to us collecting and using technical information about the devices you use the Platform on and related software, hardware and peripherals to improve our Platform, products and the Services generally.

### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The Platform or any of our Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **LICENCE RESTRICTIONS**

You agree that you will:

- except during permitted sharing (see "HOW YOU MAY USE THE PLATFORM") not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the Platform, Documentation or Services, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security (you can

make a maximum of one copy for this purpose unless we explicitly tell you otherwise), for example, you do not need to make a copy of the Web Platform because we host it;

- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform, Documentation or Services nor permit any Platform or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and the Services on devices as permitted in these terms; and
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Platform to obtain the information necessary to create an independent program that can be operated with the Platform or with another program (the “Permitted Objective”), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor’s prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
  - is not used to create any software that is substantially similar in its expression to the Platform;
  - is kept secure;
  - is used only for the Permitted Objective;
  - comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service, and
  - You hereby consent to eeda™’s engagement of third parties (including its affiliates) to perform, provide, or support the performance or provision of all or any portion of the Service or the website.

## **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Platform or any Service (to the extent that such use is not licensed by these terms);

- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or any Service;
- not use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- 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.

## **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the Platform, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the Platform and the Services are licensed (not sold) to you subject to your ongoing compliance with these terms. eeda™ grants you a limited, non-exclusive, non-transferrable, non-sublicensable, revocable license (i) install the mobile application(s) associated with the Service and use such mobile applications solely in object code format on devices that you own or control solely for personal non-commercial use for lawful purposes, and (ii) access and use the Service for your personal-non-commercial use for lawful purposes. You have no intellectual property rights in, or to, the Platform, the Documentation or the Services other than the right to use them in accordance with these terms.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**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 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.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes things that no one is allowed to restrict their liability for by law. It includes liability for death or personal injury caused by our negligence or where that death or personal injury is caused by the negligence of our employees, agents or subcontractors or for where we commit fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** In the very unlikely event that defective digital content that we have supplied actually damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. eeda™'s entire aggregate liability under these



Terms shall not exceed in the aggregate sum of the fees actually paid by your employer for the license that enabled your access to the Platform in the 12 months preceding the claim, with the exception of death or personal injury caused by the sole negligence of eeda™ as proven by a court of competent jurisdiction. To the maximum extent permitted by applicable law, in no event will eeda™ or its suppliers, resellers or its distributors be liable for any indirect, special, incidental or consequential damage resulting from the use of, or inability to use the product, including without limitation, damages for loss of goodwill, work stoppage, computer malfunction, or any and all other commercial damages or losses, even it advised of the possibility thereof and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

**We are not liable for business losses.** As an End-User the Platform are for your own personal, domestic and private use. If you use the Platform for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity unless expressly agreed in another agreement with you or your employer.

**Limitations to the Platform and the Services.** The Platform and the Services are provided for the purposes of your personal and private use only. Though we strive to create services that provide as accurate an analysis as possible of any data or input you provide the Platform do not offer advice on which you should solely rely. We strongly recommend that you obtain professional or specialist advice before taking, or refraining from, any serious action on the basis of information obtained from the Platform or the Service. Although we make reasonable efforts to update the information provided by the Platform and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the Platform.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the Platform or the Service.

**Check that the Platform and the Services are suitable for you.** You acknowledge and agree that eeda™ is not a provider of medical or healthcare services, nor will it recognise if you input concerning personal data or harmful issues into the platform, responsibility to you is limited solely to permitting you to have access to the Platform and/or the app. eeda™ is not responsible or liable to you in any way for the Services or content available through the Platform and/or app.

**We are not responsible for events outside our control.** If our provision of the Services or support for the Platform or the Services is delayed or prevented by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

**WE MAY END YOUR RIGHTS TO USE THE PLATFORM AND THE SERVICES IF YOU BREAK THESE TERMS**

We may end your rights to use the Platform and Services at any time by contacting you if you have broken these terms, or the terms and conditions or other rules imposed on you by your employers or any other third parties we work with in a serious way. If what you have done can be put right we may

give you a reasonable opportunity to do so, but we will always reserve the right to terminate your access to the Services.

If we end your rights to use the Platform and Services:

- You must stop all activities authorised by these terms, including your use of the Platform and any Services.
- You must delete or remove the Platform from all devices in your possession and immediately destroy all copies of the Platform which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the Platform from them and cease providing you with access to the Services.

#### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

#### **NO RIGHTS FOR THIRD PARTIES**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

#### **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

#### **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it 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 this contract, 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.

#### **WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

#### **ALTERNATIVE DISPUTE RESOLUTION**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the Centre for Effective Dispute Resolution (CEDR) to begin the Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.