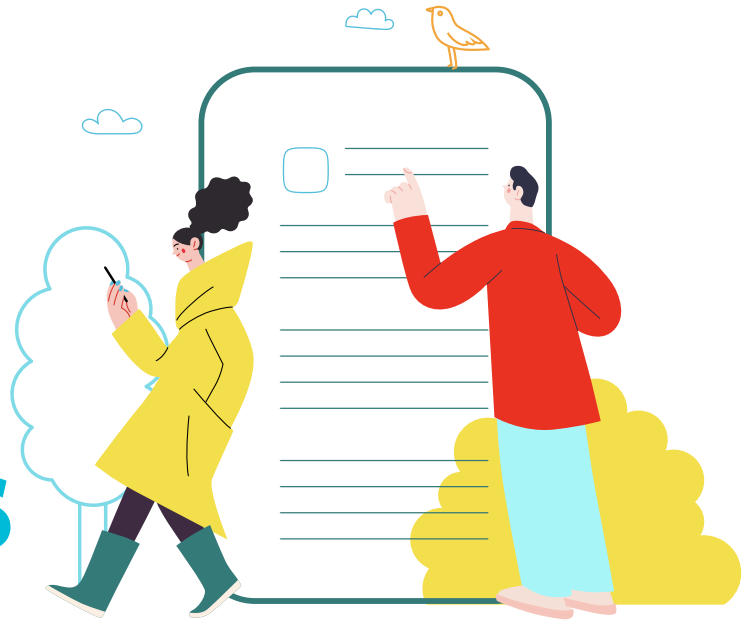


Web App Terms and Conditions



We are Wow Design Solutions Ltd, with registered offices located at 7 Shirwell Cres, Furzton, Milton Keynes MK4 1GA, England, the creators of the Incident Pro app (referred to below as the 'App').

By accessing the App, you are agreeing to the terms of this agreement which are legally binding. Please read it with our privacy policy, available at www.incident-pro.com, before accessing and using the App. Only access the App if you have read and agree to the rules.

If you do not agree to these terms, we will not allow you to use the App and you should not try to access it.

1. OUR SERVICES

- (a) Wow Design Solutions Ltd is the developer and supplier of the App;
- (b) Wow Design Solutions Ltd has developed the App, which is intended to be used by instructors, freelancers and small businesses in sports and fitness to record incidents and accidents.

2. THESE TERMS

- (a) These terms are an agreement made between us and you.
- (b) We license you to access and use the App in accordance with this agreement and any rules set out herein.
- (c) The licence:
 - (i) is only for you personally and for non-commercial use;
 - (ii) starts when you access the App; and
 - (iii) covers content, materials, or services accessible from, the App, including all of our support resources. It also covers updates to the App unless they come with separate terms, in which case we will allow you to review and accept them.
- (d) The App can be accessed and used through our website at www.incident-pro.com ("Website"), or downloaded onto your mobile device from our website.



- (e) You must comply with these terms and conditions.
- (f) You do not own the App or any of its contents but may use it on devices you own or control, as permitted by these terms and your employer.
- (g) You are not allowed to:
 - (i) modify the App's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - (ii) deliberately attempt to avoid or manipulate any security features included in the App; or
 - (iii) pretend that the App is your own or make it available for others to access or use (including copying the code of the App and creating an independent version).

3. SUPPORT AND CONTACT

- (a) We are responsible for customer service relating to the App and can help you if you are having any issues.
- (b) If you need to contact us, you can use hello@incident-pro.com.
- (c) If we need to contact you, we will do so by email or an in-App notification.

4. PRIVACY AND YOUR PERSONAL INFORMATION

Protecting your personal information is important to us. Our Privacy Policy, which is available at www.incident-pro.com, explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights concerning it and how to contact us and supervisory authorities if you have a query or complaint.

Protecting your client's personal information is your responsibility – we will comply with our privacy policy as it relates to their data, though you warrant you have the consent of the respective individuals to use their personal data and you indemnify us in relation to any claims arising from your breach of this provision.

5. COLLECTION OF TECHNICAL INFORMATION

We may collect and use technical data that might include, for example, the specifications of your device and its software to help us provide software updates, product support, and other services related to the App. We may also use this information to improve products or offer you new services or technologies if it is in a form that does not personally identify you.

6. LOCATION DATA

- (a) The App uses functionalities on your device that can pinpoint your location.
- (b) When you open the App for the first time, you will be asked whether the App can use your location and in what circumstances.
- (c) If you refused to authorise the location services the first time you opened the App but change your mind later on, you can still update your choices at any time in the App settings. Conversely, you can also turn the location services off at any time, but please note that if you do choose to do so, you may not be able to use the App.
- (d) All location data is processed under our Privacy Policy.

7. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS

- (a) The intellectual property rights in the App, any modifications and customisations to the App and any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the App (the 'Content') are owned by us and our licensors.
- (b) We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, patents, trademarks, service marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners or licensors of them and are free to use them as we see fit.
- (c) Nothing in these terms grant you any legal rights in the App or the Content other than as necessary for you to access and use it. You agree not to adjust, try to circumvent or delete any notices contained in the App or the Content (including any intellectual property notices) and, in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.
- (d) Trademarks: "Wow Design Solutions Ltd" and the associated logos within our app are the unregistered trademarks of Wow Design Solutions Ltd. Other trademarks and trade names may also be used on the App or in the Content. Use by you of any trade marks on the App or in the Content is strictly prohibited unless you have our prior written permission.

8. ACCEPTABLE USE

- (a) You must not use the App to do any of the following things:
 - (i) break the law or encourage any unlawful activity;
 - (ii) send or upload anything that is (or might be considered to be) defamatory, offensive, obscene, containing or representing sexually explicit images and/or discriminatory (including but not limited to, concerning race, gender, religious beliefs, sexual orientation or disability);
 - (iii) infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
 - (iv) transmit any harmful software code such as viruses;
 - (v) try to gain unauthorised access to computers, data, systems, accounts or networks;
 - (vi) deliberately disrupt the operation of anyone's website, mobile application, server or business; or
 - (vii) promote the use of child labour or seek to take advantage of, or discriminate against, any group or individual.
- (b) Wow Design Solutions Ltd reserves the right to delete any Content not compliant with clause 8.
- (c) Any submission you make to the App, must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. Any submission or communication by you must be:
 - (i) not defamatory or likely to give rise to an allegation of defamation;
 - (ii) not offensive, obscene, sexually explicit, discriminatory or deceptive;
 - (iii) unlikely to cause offence, embarrassment or be construed as, or constitute harassment to others;
 - (iv) factually accurate or your own genuinely held belief; and
 - (v) your own original work (where applicable) and lawfully submitted.

- (d) While we use all commercially reasonable efforts to ensure the App is secure and accurate, we do not actively monitor or always check whether information supplied to us is factual, exact, confidential, commercially sensitive or valuable.
- (e) Other than any personal information which will be dealt with per our Privacy Policy, we do not guarantee that information supplied to us through the App will be kept confidential and we may use it on an anonymised, unrestricted and free-of-charge basis as we reasonably see fit.

9. UPDATES TO THE APP

- (a) We may update the App occasionally for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality.
- (b) Updates will be automatically available when you log in to the App again.

10. CHANGES TO THESE TERMS

- (a) We may need to revise these terms from time to time to reflect changes in the App's functionality, to deal with a security threat or if there is a change in the law or guidance.
- (b) You will be asked to agree to any material changes in advance by an in-app notification, usually when you access an update. You cannot use the App if you do not accept the changes.

11. EXTERNAL SERVICES

- (a) The App may enable you to access services and websites we do not own or operate (referred to below as 'external services').
- (b) We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you, including how they may use your personal information.
- (c) You must not use external services in any way that:
 - (i) is inconsistent with these terms or with the terms of the external service; or
 - (ii) infringes our intellectual property rights or the intellectual property rights of any third party.
- (d) From time to time, we may change or remove the external services that are made available through the App.

12. LIABILITY

- (a) Nothing in these terms shall exclude or limit Wow Design Solutions Ltd's liability for death or personal injury caused by our negligence or willful misconduct, liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under the laws of England and Wales.
- (b) Subject to clause 12(a), Wow Design Solutions Ltd shall bear no liability of any kind whatsoever for (but not limited to) any direct or indirect/consequential, foreseeable or unforeseeable losses, costs, damages, fees, expenses, any inaccuracy or misleading information, any loss of profit, revenue, suffered by you or any third-party, relating to, in connection with, or arising from, this agreement, Wow Design Solutions Ltd's products and services and/or the App.
- (c) In any case, subject to clause 12(a) and to the extent permitted under applicable law, Wow Design Solutions Ltd's total aggregate liability arising from or in connection with this agreement, Wow

Design Solutions Ltd and/or the App (whether the liability arises because of breach of contract, tort or for any other reason) shall be limited to no more than fifty pounds sterling (£50).

- (d) If the App fails to meet the standards required by law (including that the App is of satisfactory quality, fit for purpose and as described), please get in touch with us and we will provide you with a full refund of the price you paid for the App.

13. FAILURES OF NETWORKS OR HARDWARE

The App relies on several things working correctly to enable you to enjoy its features. Many of these, such as your internet connection and device, are entirely outside our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your device (such as failing in the API with any suppliers of our Content or related features), or anything else that it would not be reasonable to expect us to control.

14. ENDING THESE TERMS

- (a) We can end these terms and our agreement with you, if you do not comply with any part of them
- (b) We will give you a reasonable amount of notice before the terms and our agreement with you ends, but if what you have done is serious, then we may end our agreement with you immediately and without advance notice to you. ‘Serious’ means that you are causing harm (or attempting to cause harm) to other users, interfering with the App’s operation or doing anything else that we think presents a big enough risk to justify us ending our agreement with you quickly.
- (c) The consequences of our agreement with you ending are as follows:
 - (i) you are no longer allowed to use the App, and we may remotely limit your access to it; and
 - (ii) we may delete or suspend access to any accounts that you hold with us.

15. THIRD PARTIES

No one other than us or you has any right to enforce these terms.

16. TRANSFERRING THESE TERMS

- (a) We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and ensure that you are not adversely affected.
- (b) You cannot transfer your rights under these terms to anyone without our prior written consent.

17. GOVERNING LAW AND JURISDICTION

- (a) The laws of England and Wales apply to this agreement, although if you are a resident elsewhere acting in a non-professional capacity, you will retain the benefit of any mandatory protections given to you by the laws of the country where you live.
- (b) Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK where you live.