

# Good Boost App Terms of Use

These Terms of Use apply to your access to and use of the Good Boost UK mobile application including the software contained in the mobile application (the “Software”) (collectively the “Good Boost App”) operated by Good Boost Wellbeing Limited (“Good Boost”) company number 11495760, 82 Southwark Bridge Road, London, England, SE1 0AS.

Your access to and use of the Good Boost App and the information, materials, products, and services available through the Good Boost App are subject to these Terms of Use, regardless of whether or not you possess an account through the Good Boost App linked to your name and/or contact information (“Account”).

Please read these Terms of Use carefully before using the Good Boost App. If you choose to continue to use or access the Good Boost App after having the opportunity to read these Terms of Use, you recognize that Good Boost has provided valuable consideration by offering the Good Boost App free of charge, and in exchange for that valuable consideration, you agree to these Terms of Use. Please note, these terms apply to the Good Boost app for exercises taking place in a private residence or location or at a public venue such as a leisure centre, wellbeing centre or any other community venue that is collectively referred to in this document as a leisure centre.

If you do not agree to be bound by these terms of use, you must not access or use the Good Boost App.

## 1. INTERPRETATION

The titles of the clauses in these Terms of Use are for reference purposes only and do not affect the interpretation of the underlying terms.

## 2. CHANGES TO THESE TERMS OF USE

We may make changes to these Terms of Use at any time if we believe it is reasonably necessary to do so (including for security, legal or regulatory reasons). We will give you as much advance notice of this as is reasonably possible (and may do so by communicating the changes to you either when you log in to the Good Boost App or by sending you notice using the contact information that you have provided to us and/or by any other means we reasonably think appropriate).

In some circumstances we may need you to download the latest version of the Good Boost App and/or accept a new version of these Terms of Use before continuing to use the Good Boost App. Your continued use of the Good Boost App will constitute your acceptance of any new or amended terms and/or updates.

## 3. PERSONAL DATA

The personal data you provide is confidential and subject to the requirements of the Data Protection Act 1998 and the General Data Protection Regulation 2018. Personal data that is entered in to the Good Boost App is controlled by Good Boost (the “controller” for the purposes of the General Data Protection Regulation 2018). All digital data collection will be processed by Dev2Grow are Solutions (the “Processor”). Dev2Grow manages the Good Boost App. For more details on data please review the Privacy Policy.

You agree for Good Boost to collect data about you including:

- personal contact details;
- health conditions and fitness information; and
- your levels of mental and physical function and ability.

You agree that your personal data will be used by Good Boost for the purposes of designing your therapeutic activity programme as detailed in the Good Boost App.

Without permission to use your data, Good Boost is unable to create a personalized activity programme for you and you will not be able and are not allowed to use the Good Boost App. In this event any data about you entered into the Good Boost App will be destroyed as soon as reasonably possible.

Your personal data will be used by Good Boost to measure and evaluate the effectiveness of Good Boost sessions and to track changes in your physical pain and physical mobility.

You agree for your personal data to be shared anonymously with academic evaluation partners for the purposes of academic evaluation. We will only share your personal details (i.e. name, contact details) if you give additional permission for these to be shared. You further agree for your personal data to be shared as part of a collective data report with leisure operators if you are using the app in connection with a leisure centre as a method of demonstrating performance of the Good Boost system. No individually identifiable data will be included in the report to leisure centres.

You agree that your non-personal identifiable data can be used for service improvement and audit purposes by Good Boost and with academic partners.

If you have a health condition which puts you at risk from exercise in water, we reserve the right to inform the leisure operator where you take part in aquatic exercises of that condition.

Your personal data will not be shared with any other third party other than the Processor without your permission. You have the right to view your personal data and/or withdraw consent for the collection of your personal data at any time. To do this, please contact Good Boost directly in writing at [DPO@goodboost.org](mailto:DPO@goodboost.org). For more details please refer to Good Boost's Privacy Policy.

#### **4. COPYRIGHT AND OWNERSHIP**

All of the content featured or displayed on the Good Boost App, including but not limited to text, graphics, photographs, images, moving images, sound, and illustrations protected by intellectual property law (together the "Content"), is owned by Good Boost.

Subject to clause 15.3, You must not use the Good Boost App or any Content other than for its intended purpose. You accept that any use of the Good Boost App or any Content for anything other than its intended purpose is done at your own risk and Good Boost will not be held liable for the results of any such improper use.

You must not modify any of the materials and you must not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or work contained on the Good Boost App.

Except as authorized under applicable copyright law, you are responsible for obtaining our permission before reusing any copyrighted material that is available on the Good Boost App. For purposes of these Terms of Use, the use of any such material on any other mobile application, website, or online service is prohibited.

You are responsible for complying with all laws which apply to you and your use of the Good Boost App. The Good Boost App, its Content, and all related rights will remain the exclusive property of Good Boost. You must not remove any copyright, trademark, or other proprietary notices from material found on the Good Boost App.

#### **5. TRADEMARKS**

All trademarks, service marks, and trade names of Good Boost used as part of or in connection with the Good Boost App (including but not limited to: the Good Boost name and the Good Boost corporate logo) (collectively "Marks") are trademarks or registered trademarks of Good Boost, or its affiliates, partners, vendors, or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Good Boost Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Good Boost App, without Good Boost's prior written consent. The use of Good Boost Marks on any other mobile

application, website, or online service is not allowed. Good Boost prohibits the use of Good Boost Marks as a “hot” link on or to any other mobile application, website, or online service unless establishment of such a link is approved in advance.

## **6. SOFTWARE**

The Software is being provided to you by Good Boost subject to the following terms. Good Boost grants you a non-exclusive, non-transferable, limited license to use the Software only for the purpose of using the Good Boost App. Except as specifically provided in these Terms of Use, you may not, in whole or in part:

copy the Software;

distribute copies of the Software, in whole or in part, to any third party;  
modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble or make derivative works based on the Software, except as otherwise permitted by law;  
use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to the Software to third parties; or

use the Software to act as a service bureau or application service provider, or to permit access to the Software by any third party.

## **7. ACCURACY OF INFORMATION**

We attempt to ensure that information on the Good Boost App is complete, accurate, and current. Despite our efforts this may not always be the case. Please note that we are not required to maintain or update any such information. Subject to clause 15.3, You should not rely on any such information without appropriate professional advice and any reliance on any such information is at your own risk.

## **8. GOOD BOOST APP FOR INFORMATIONAL PURPOSES ONLY**

The information and Content provided by Good Boost through the Good Boost App is for informational purposes only and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Good Boost has not represented that the information and Content provided by Good Boost through the Good Boost App has the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine. The information and Content provided by Good Boost through the Good Boost App do not constitute a medical consultation and cannot replace medical advice. Please be aware that we are not completely familiar with your individual physical characteristics and health. Also, any information you provide may not fully reflect the state of your health.

Before you begin use of the Good Boost App, you should consult your doctor. It is important that you warm up and stretch appropriately and make any other preparations which are necessary for you before engaging in physical activity and that you use common sense while engaging in physical activity. If you experience any increase in pain, feel weak, dizzy or exhausted or become short of breath, immediately stop your workout. Subject to clause 15.3, when you engage in physical activity, you assume all inherent risks.

Always seek the advice of a doctor if you have any questions regarding a medical condition. Do not disregard professional medical advice or delay seeking medical advice because of something you saw or read on the Good Boost App. If you think you may have a medical emergency, call the emergency services on 999 or 112 immediately.

## **9. DISCLAIMER**

Good Boost Wellbeing Limited strongly recommends that you consult with your physician before beginning any exercise program. You should be in good physical condition and be able to participate in the exercise. Good Boost Wellbeing Limited is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. You should understand that when participating in any exercise or exercise program,

there is the possibility of physical injury. If you engage in an exercise recommended by this App, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Good Boost Wellbeing Limited from any and all claims or causes of action, known or unknown, arising out of Good Boost Wellbeing Limited.

The information provided is not intended to be a substitute for professional medical advice, diagnosis or treatment. Never disregard professional medical advice, or delay in seeking it, because of something you have read on this App. Never rely on information on this App in place of seeking professional medical advice.

Good Boost Wellbeing Limited is not responsible or liable for any advice, course of treatment, diagnosis or any other information, services or products that you obtain through this App. You are encouraged to consult with your doctor with regard to this information contained on or through this App.

#### **10.YOUR PROVISION OF INFORMATION**

When you provide information about yourself to us, including when you create an Account, you agree to:

provide accurate and current information about you and your state of health, and not to provide information that attempts to impersonate another individual; and

to maintain and promptly update such information to keep it accurate and current. If you provide any information about yourself that is untrue or inaccurate, or we have reasonable grounds to suspect that such information is untrue or inaccurate, we retain the right to suspend or terminate any account you establish, decline to provide you with services on the Good Boost App, and/or refuse any or all current or future use of the Good Boost App or any part of it.

#### **11. YOUR CONDUCT**

You agree to comply with all laws, rules, and regulations applicable to your access to and use of the Good Boost App. In addition, you agree not to:

take any action that interferes with the proper working of the Good Boost App, compromises the security of the Good Boost App, or otherwise damages the Good Boost App or any materials or information available through the Good Boost App;

attempt to gain unauthorized access to any portion or feature of the Good Boost App, to any other systems or networks connected to the Good Boost App, to any of our or our service providers' servers, or to any of the services offered on or through the Good Boost App, including but not limited to by hacking, password "mining", or any other unauthorized means; probe, scan, or test the vulnerability of the Good Boost App or any network connected to the Good Boost App or bypass the authentication measures on the Good Boost App or any network connected to the Good Boost App;

use any automated means to collect information or content from or otherwise access the Good Boost App, including, but not limited to, through the use of technical tools known as robots, spiders, or scrapers, without our prior permission;

harvest or otherwise collect and store information about other users of the Good Boost App, including e-mail addresses;

install any software, file, or code that is not authorized by the owner of a computer or device or that assumes control of all or any part of the processing performed by a computer or device without the authorization of the owner of the computer or device; or

interfere with or disrupt the operation of the Good Boost App or server networks connected to the Good Boost App, or disobey any requirements, procedures, policies, or regulations of networks connected to the Good Boost App.

You further agree to comply with all rules and safety regulations imposed by the leisure operator of the pool in which you use the Good Boost App. Good Boost will not be liable for the result of any failure by you to follow such rules and safety regulations. Where you are exercising in a private / personal environment, you agree to ensure that the environment you complete your exercises and any equipment you use is safe and suitable for the exercises you perform. Good Boost will not be held liable for any injury as a result of your exercise environment or equipment used.

## **12. REGISTRATION AND PASSWORDS**

You are required to register and obtain a login ID and password before being provided with access to the Good Boost App. You acknowledge and agree that you are responsible for maintaining the confidentiality of your login ID and password, and for all uses of your login ID, password, and/or Account, whether authorized by you or not. You agree to notify us as soon as you are aware, or ought reasonably to be aware if that is earlier of any unauthorized use of your login ID, password, or Account, or any other breach of security involving access to the Good Boost App through your account. You acknowledge that you may be held liable for any loss or harm incurred by us or any other person or entity due to someone else using your login ID, password, or Account as a result of your failing to take reasonable steps to keep your account information secure and confidential.

## **13. OPERATION OF THE GOOD BOOST APP AND TERMINATION OF THIS AGREEMENT**

We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice:

modify, suspend, or terminate operation of your access to the Good Boost App, or any portion of the Good Boost App, or the agreement between you and us under these Terms of Use, for any reason including but not limited to for your violation of these Terms of Use; and (modify or change the Good Boost App, or any portion of the Good Boost App; (iii) interrupt the regular operation of the Good Boost App, or any portion of the Good Boost App, as necessary to perform routine or non-routine maintenance, to correct errors, or to make other changes to the Good Boost App.

On cancellation of the agreement under these Terms of Use for any reason:

all rights granted to you under these Terms of Use will stop;

you must immediately stop all activities authorized by these Terms of Use including your use of the Good Boost App;

you must immediately delete or remove the Good Boost App from your device(s) and immediately destroy all copies, full or partial of the Good Boost App then in your possession, custody or control and on request by us certify to us (or our nominee) that you have done so. You may cancel this agreement at any time without notice and for any reason by uninstalling the Good Boost App. Uninstallation methods vary depending on your device. To uninstall the Good Boost App, please use the application manager provided with your device or consult your device manual for reference.

The section on Our Responsibility for Loss or Damage Suffered by You will continue to apply after this agreement under these Terms of Use ends.

## **14. ACCESS TO THE GOOD BOOST APP**

Neither Good Boost, nor any of its respective affiliates guarantee that the functions contained in the Good Boost App will be uninterrupted or error-free or that defects will be corrected.

We may suspend, withdraw, discontinue or change all or any part of the Good Boost App without notice.

## **15. 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 will not be liable for any loss or damage suffered by you to the extent that is attributable to your own fault, the exercise environment or equipment you use, the leisure operator or a third party unconnected with Good Boost.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

The Good Boost App is for domestic and private use only. If you use the Good Boost App 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.

## **16. EVENTS OUTSIDE OUR CONTROL**

Neither Good Boost nor you will be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, but not limited to: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; labour unrest, including but not limited to, strikes, slowdowns, picketing, or boycotts; or inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

## **17. GOVERNING LAW AND JURISDICTION OF THE COURTS**

These Terms of Use are governed by the laws of England and Wales. You can bring legal proceedings in respect of the Good Boost App in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Good Boost App in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Good Boost App in either the Northern Irish or the English courts.

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

Each of the paragraphs of these Terms of Use operates separately. If any court or relevant authority decides that any paragraph or any part of any paragraph is unlawful or unenforceable, that paragraph or part-paragraph will be deemed, to the extent necessary, to be deleted. The remaining paragraphs will remain in full force and effect.

## **19. NON-WAIVER**

Any delay in enforcing this agreement does not constitute waiver by us and we reserve the right be able to enforce it at a later date. 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 agreement, 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.

## **20. TRANSFER OF THESE TERMS OF USE**

We may transfer our rights and obligations under these Terms of Use to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the agreement.

You may not transfer your rights and obligations under these Terms of Use to any other person or organization.

## **21. THIRD PARTY RIGHTS**

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 by any person that is not a party to it.

## **22. NOTICE AND TAKEDOWN**

If you believe any material available via the Good Boost App is defamatory, obscene, infringes intellectual property rights or is otherwise unlawful, you should notify us by providing written notice (the “Notice Procedure”).

When providing such a notice, please:

identify any rights that you claim have been infringed;

identify the offending material on the Good Boost App, with enough detail so that we may locate it on the Good Boost App;

include a statement by you identifying the reasons why you believe the material is defamatory, obscene, an infringement of intellectual property rights or otherwise unlawful and stating your belief that the information provided in your notice is accurate; and

provide your address, telephone number, and email address and your physical or electronic signature.

We will respond promptly and may remove or disable access to the material complained of following the Notice Procedure.

Please address any such notices to:

Good Boost Wellbeing Limited  
82 Southwark Bridge Road  
London  
England  
SE1 0AS

## **23. CONTACT US**

If you have any questions about these Terms of Use, please contact us by e-mail at [info@goodboost.org](mailto:info@goodboost.org) or by mail at the following address:

Good Boost Wellbeing Limited  
82 Southwark Bridge Road  
London  
England  
SE1 0AS  
0203 488 4695

These Terms of Use were last updated on 1st May 2020