

AlcoChange DTx Terms & Conditions

V1.2

AlcoChange DTx (APP) END USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THESE TERMS WILL BIND YOU AND THAT YOU CONSENT TO THE PROCESSING OF YOUR PERSONAL DATA THROUGH YOUR USE OF THE APP IN ACCORDANCE WITH OUR PRIVACY POLICY.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR YOU DO NOT AGREE THAT YOUR PERSONAL DATA CAN BE PROCESSED IN ACCORDANCE WITH OUR PRIVACY POLICY, YOU SHOULD UNINSTALL THE SOFTWARE.

WHO WE ARE AND WHAT THIS AGREEMENT DOES:

We, Cyberliver Limited (08052630) whose registered office is at First Floor, Burnells, 5 Garland Road, Stanmore, Middlesex, HA7 1NR (**Cyberliver**) is the owner of the App and license you to use the app and the Documentation in accordance with these terms.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP

You must be 18 or over to accept these terms and download the App.

APP STORE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the terms of App Store or Play Store (depending on where you have downloaded the App (the **Appstore or Playstore Terms**). If there is any conflict between these terms and the Appstore or Playstore Terms, these terms will prevail.

YOUR PRIVACY

The privacy policy published on CyberLiver portal (**Privacy Policy**) sets out the ways in which your personal data is collected through your use of the App.

The Privacy Policy is incorporated into these terms and by agreeing to these terms you agree to the collection and use of your personal data in accordance with the Privacy Policy.

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

<https://alcochange.cyberliver.com/dtx-privacy-policy>

INDICATIONS FOR USE

AlcoChange is intended to provide behavioral therapy based on CyberLiver Behaviour Change (CBC) Model that is designed from the blend of principles from various behaviour change theories in the design of Digital Behaviour Change Techniques (DBCTs), Digital Behaviour Change Interventions (DBCI's). Personalised BCN's (Motifications - positive feedback messages, motivational messages and interactions) are designed following the FRAMES model, consisting of Feedback, Responsibility, Advise, Menu for change, Empathy, and enhancing Self-efficacy.

AlcoChange, as an adjunct to a contingency management system, for patients 18 years of age and older who are currently enrolled in outpatient treatment under the supervision of a clinician. AlcoChange is indicated as a 12 week (90 days) prescription-only treatment for patients with Alcohol Related Liver Disease. It is intended to increase abstinence and increase retention in the outpatient treatment program.

It is the responsibility of all users of the App to satisfy themselves as to their personal medical and physical condition in determining whether or not to use or adapt the information or content provided by the App or the Documentation.

EXCLUSION OF WARRANTIES

To the greatest extent permitted by law:

- we exclude all warranties in relation to the provision of the App and the Documentation which are provided on an “as is” basis with no warranty provided as to their fitness for purpose or that they are of satisfactory quality or that they will be error-free;
- we do not warrant the accuracy, reliability or availability of the App or the Documentation;
- we do not warrant the accuracy of the content of the App or the Documentation or outcomes resulting from such errors.

DATA COSTS

You acknowledge that the use of the App (including, but not limited to, downloading Documentation) may incur data charges with your network provider including the initial download, installation or subsequent use of features which require “over the air” data transfers or internet connection. Such data charges will depend on the agreement that you have with your data provider and you agree that you will be solely responsible for such charges. We strongly advise you to check what charges will apply to your account BEFORE commencing to use the **AlcoChange DTx** App.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App and the Documentation and the name Cyberliver throughout the world belong to Cyberliver and the rights in the App are licensed (not sold) to you.

You have no intellectual property rights in, or to, the App and the Documentation other than the right to use them in accordance with these terms. If you provide any feedback in relation to the App and/or the Documentation, you agree that all intellectual property rights in relation to such feedback, and any alterations that may be made to the App and/or the Documentation as a result, will belong to Cyberliver.

OPERATING SYSTEM REQUIREMENTS

This app requires a smartphone device with the following minimum configuration.

iPhone’s - 6s plus and above phone models running on iOS 12.x and above

Android phones - Running on Nougat (Android 7.0) and above, Minimum 2GB RAM and 2GB internal storage is required to run the app on Android phones.

This app is not supported or might not work properly in smartphones whose configuration are lower than what we have specified above. The app is not available on Windows, Blackberry and any other custom operating systems. This app is not specifically designed for tablets or iPad's and running the app on these devices is not recommended.

Breathalyzer use and compatibility: The AlcoChange breathalyzer has two modes of operation, please read the Quick start guide that comes along with the packaging before using the breathalyzer

1. Connect via USB for Android phones or Connect via MFi Lightning cable for iPhones
 - a. Connect via USB for Android phones are compatible with phones that support USB over OTG and on phones running on Android 8 and above the OTG functionality has to be turned on manually and access to AlcoChange app must be provided to make the breathalyzer work with AlcoChange app on your phone
 - b. Connect via MFi for iPhones is supported only for Apple devices that have MFi functionality enabled
 - c. Warning: We strongly recommend you to use only the USB or Apple lightning cables provided in the AlcoChange box to avoid any damage to your phone. Breathalyzer when connected to Android phones via USB is charged by the phone (when reverse charging is supported by the phone). CyberLiver is not responsible for any fault or damage caused by using an unauthorised or 3rd party cable or charger to connect or charge the breathalyzer
2. Connect via Bluetooth
 - a. Requires bluetooth 3.0 and above to connect the breathalyzer to the phone wirelessly
 - b. If using Connect via Bluetooth feature the patient must setup the pairing at the time of prescription under the supervision of the Alcohol Liaison Nurse or the provider, failing to pair and check the usage might result in non usability of the breathalyzer
 - c. Disconnecting the bluetooth connection during the test will result in an incomplete test and result in unpairing the breathalyzer with the phone
3. Breaking or tampering of the breathalyzer will result in damage to the breathalyzer and might result in incorrect BAC results - please refrain from making any physical damage to the breathalyzer and always keep the breathalyzer from water (this device doesn't have IP rating for splash or waterproof)
4. In case of issues with the breathalyzer or the cables supplied, please contact hello@alcochange.com
5. AlcoChange breathalyzer function is to measure alcohol in the breath to estimate the blood alcohol concentration of the user. Measurement of alcohol in the breath depends on a number of variables including, but not limited to, the amount of alcohol consumed, when the alcohol was consumed, how fast the alcohol was consumed, environmental factors and the user's unique physical factors e.g. age, weight, speed of alcohol metabolism, and other physical conditions. Do not use AlcoChange to determine whether you should operate a motor vehicle or equipment, or perform any other dangerous act; or your blood alcohol content is within the legal limit for driving. You should not rely solely on AlcoChange to establish legal sobriety. Any decision and/or actions based on the results of AlcoChange are taken entirely at the user's own risk.

For more information about phones that are compatible with AlcoChange DTx please visit <https://alcochange.com/compatibility>

MANDATORY APP SETTINGS:

Battery optimisation settings: We need to turn off Battery optimisation settings for the AlcoChange app and will prompt until you disable this in your phone settings. This is a mandatory requirement to deliver the services of AlcoChange Dtx app as the app is designed to work offline.

Push notifications: Push notifications have to be mandatorily turned on for the AlcoChange app, turning off push notifications might result in disabling the use of therapy thereafter. You will not receive any push notifications if you are continuing to use AlcoChange after the completion of your prescribed therapy period unless AlcoChange is re-prescribed by your Clinician/Alcohol specialist.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS

We may need to change these terms from time to time including in order to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you reasonable notice of any change by sending you an SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the changes, please uninstall the App. If you continue to use the App after we have changed these terms, you will be deemed to have agreed to those changes.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. You agree that we may automatically provide such updates.

Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App 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.

ACCEPTABLE USE RESTRICTIONS

You must not:

- use the App 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 App, any Service or any operating system;
- infringe our intellectual property rights or those of Cyberliver or any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);

- not transmit any material that is illegal, defamatory, offensive or which we consider to be otherwise objectionable in relation to your use of the App or which contains any advertising or promotion of any services;
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running any services that we provide through the App.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and services.

WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

The App will make use of location data sent from your devices. We request your consent during signup to allow us to collect location data and 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 the App, you consent to us and our affiliates, licensors (including Cyberliver) and licensees' transmitting, collecting, retaining, maintaining, processing and using your location data and queries to provide and improve location-based and road traffic-based products and services.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App 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.

LICENSE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App and/or the Documentation;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or the Documentation nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent permitted by law;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

YOUR INDEMNITY TO US - PLEASE READ

You agree to indemnify and keep indemnified Cyberliver in relation to any losses or damages (including, fines, penalties and costs (including legal costs)) suffered or incurred by them as a result of any breach of these terms by you.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU – PLEASE READ

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.

We will not be liable to you for indirect or consequential loss. This includes loss or corruption of your data, loss of goodwill and/or your inability to access the App (or any part of it) and/or the Documentation.

To the fullest extent permitted by law, we exclude any liability to you with respect of your use of the App and the Documentation.

When we are liable for damage to your property. If defective digital content that we have supplied 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. Our liability under this clause is subject to the cap on our liability to you as set out below.

We are not liable for business losses. The App is for domestic and private use. If you use the 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.

Our liability to you is capped. In the event that we are held liable to you in relation to the supply of the App and/or the Documentation in accordance with these terms, you agree that our total liability under or in connection with these terms will be capped at **£50**.

Limitations to the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Check that the App is suitable for you. The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the App Store or Play Store) meet your requirements.

We are not responsible for events outside our control. If our provision of our support for the App is delayed by an event outside our control then 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 but if there is a risk of substantial delay you may contact us to end your contract with us.

HOW WE WILL CONTACT EACH OTHER

Contacting us (including with complaints). If you think the App or the Service are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at info@cyberliver.com.

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 APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

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

- download a copy of the **AlcoChange DTx** App onto one handheld device onto which the App may be downloaded and view, use and display the App on such device for your personal purposes only and use any Documentation to support your permitted use of the App.
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession.
- We may cease providing you with access to the App.

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

Cyberliver may enforce any of these terms which confers (expressly or impliedly) any benefit on it. Otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

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 and Welsh courts.

CONTACT US

If you have any questions about how we use your personal data, or want to exercise your rights over your information, you can email us on info@CyberLiver.com

POLICY INFORMATION

This policy was last updated on the 28th of Jun 2021. We may update it at any time.

REVIEW LOG

Version	Date reviewed	Initials of reviewer	Changes
V1.2	2021-06-28	RB	Included Terms & Conditions of Breathalyser
V1.1	2021-03-21	RB	