

Online Terms of Service

These Terms of Service are a legally binding contract between You (defined below) and Champion Health Limited ("Champion", "we" or "us") regarding Your use of the Champion Health platform and associated services made available or operated by us (the "Platform").

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY USING OUR PLATFORM, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY AND ANY OTHER DOCUMENTS REFERRED TO HEREIN (TOGETHER, THE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE PERMISSION TO USE THE SERVICES.

1. Definitions

Acceptable Use Policy

Champion's policy governing acceptable use of the Platform, as updated from time to time.

Admin Users

The Authorised Users You assign to access the Company Report and the Report Data.

Agreement

These Terms together with the Quotation, the Privacy Policy, the End User Licence Agreement and the Acceptable Use Policy.

Assessment

A health or wellbeing assessment completed by an Authorised User on the Platform.

Assessment Threshold

The minimum number of completed Assessments required before the Company Report is generated, as set out in the Quotation.

Authorised Users

The individuals You authorise to access and use the Platform under a user subscription.

Business Day

A day other than a Saturday, Sunday or public holiday in England.

Company Report

The aggregated report produced from Assessment data once the Assessment Threshold has been reached.

Customer Data

Data that You or Your Authorised Users input into the Platform.

Documentation

The user guides and materials Champion makes available for use with the Platform.

End User Licence Agreement

The licence terms that Authorised Users accept in order to use the Platform.

Force Majeure

Any event beyond a party's reasonable control.

Intellectual Property Rights

Patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and all other intellectual property rights.

Normal Business Hours

9.00 am to 5.00 pm UK time on a Business Day.

Privacy Policy

Champion's privacy policy, available on its website.

Quotation

The order or quotation setting out the subscriptions purchased and the fees payable.

Report Data

The data contained in the Company Report.

Services

The provision of access to the Platform and any related services under the Agreement.

Subscription

The right to use the Platform during the Subscription Term, as set out in the Quotation.

Subscription Fees

The fees payable for the Subscription.

Subscription Term

The initial subscription term and any renewal period, as set out in the Quotation.

Viruses

Any malicious or harmful code, including worms, trojans and similar.

You / Your

The organisation that has purchased the Subscription.

2. Platform Overview

You may not access or use the Platform for any purpose other than as permitted by Champion under these Terms. You may access the Platform only if You are an organisation that has purchased the right to use the Platform. Your access is subject to the discretion and control of Champion under these Terms.

3. Subscription

Subject to You purchasing a Subscription, Champion grants to You:

- a non-exclusive, non-transferable, non-sublicensable right to permit the Authorised Users to use the Platform and the Documentation during the Subscription Term solely for Your internal business operations;
- a non-exclusive, non-transferable, non-sublicensable right to access the Company Report once the Assessment Threshold has been reached, along with any other Documentation provided alongside the Company Report.

You shall be permitted to assign individual user subscriptions in accordance with:

- the Quotation provided to You;
- any approval by Champion of Your request to purchase additional user subscriptions;
- any restrictions stipulated within these Terms; and
- the other terms and conditions of this Agreement.

4. Usage of the Platform

In relation to Authorised Users using the Platform, You undertake that:

- the maximum number of Authorised Users You authorise to access and use the Platform shall not exceed the number of user subscriptions You have purchased from time to time;
- You will not allow any user subscription to be used by more than one distinct individual Authorised User, unless it has been reassigned in its entirety to another individual Authorised User and approved in writing in advance by Champion, in which case the prior Authorised User shall no longer have any right to access or use the Platform;
- each Authorised User shall keep a secure password for their use of the Platform and shall keep that password confidential;
- unless specifically permitted otherwise, You shall not permit access by anyone other than the Authorised User who activated the relevant user subscription. You acknowledge Your duty to respect the privacy of the Authorised Users in this regard and shall not attempt to access or circumvent any access controls in relation to any individual Authorised User's Assessment;
- You shall permit Champion, or Champion's designated auditor, to audit Your usage of the Platform in order to establish the name and password of each Authorised User, and to audit compliance with these Terms. Each such audit may be conducted no more than once per quarter, at Champion's expense, on reasonable prior notice, and in a manner that does not substantially interfere with Your normal conduct of business.

If any audit reveals that a password has been provided to any individual who is not an Authorised User, then without prejudice to Champion's other rights, You shall promptly disable such passwords and Champion shall not issue any new passwords to any such individual.

If any audit reveals that You have underpaid any fees to Champion, or breached these Terms, then without prejudice to Champion's other rights, You shall pay to Champion an amount equal to such underpayment, calculated in accordance with the prices set out in any Quotation provided to You, within 10 Business Days of the date of the relevant audit.

It is Your sole responsibility to assign the Admin Users who can access the Company Report and the Report Data. Champion accepts no liability for any misuse of the Company Report or Report Data by any Admin User.

Acting reasonably, Champion reserves the right to remove or add Authorised Users or Admin Users without notice to You.

The rights provided under this Section are granted to You only and shall not be considered granted to any subsidiary or holding company.

5. Additional User Subscriptions

From time to time during any Subscription Term, You may purchase additional user subscriptions in excess of the number set out in the Quotation, and Champion shall grant access to the Platform and the Documentation to such additional Authorised Users in accordance with these Terms or any agreement entered into between You and Champion.

If You wish to purchase additional user subscriptions, You shall notify Champion in writing. Champion shall evaluate the request and respond with approval or rejection. Where Champion approves the request, Champion shall activate the additional user subscriptions as soon as reasonably practicable following receipt of the associated payment against Champion's additional invoice.

If Champion approves Your request to purchase additional user subscriptions, You shall, within 30 days of the date of Champion's invoice, pay to Champion the relevant fees as set out in the Quotation. If such additional user subscriptions are purchased part way through the initial subscription term or any renewal period, such fees may be pro-rated, at Champion's sole discretion, from the date of activation by Champion for the remainder of the initial subscription term or then-current renewal period.

No additional user subscriptions shall be activated by Champion unless and until cleared funds are received by Champion against the corresponding invoice.

6. Subscription Support

Champion shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:

- planned maintenance carried out during the maintenance window of 6.00 pm to 6.00 am UK time; and
- unscheduled maintenance performed outside Normal Business Hours, provided that Champion has used reasonable endeavours to give You at least 6 Normal Business Hours' notice in advance.

As part of the Subscription, Champion will provide You (and not any Authorised Users) with Champion's standard customer support services during Normal Business Hours. You may purchase enhanced support services separately at Champion's then-current rates.

Champion shall use reasonable commercial endeavours to inform You of any event having a material or significant impact on the availability of the Platform as soon as possible after becoming aware of it.

7. Third Party Providers

The Platform and the Services may enable or assist You to access the website content of, correspond with, and purchase products and services from third parties. You acknowledge that You do so solely at Your own risk. Champion makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party, or any transactions completed, or any contract entered into by You with any such third party. Any contract entered into and any transaction completed with any third-party website is between You and the relevant third party, and not Champion.

Champion recommends that You and Your Authorised Users refer to the third party's website terms and conditions and privacy policy, and to Champion's Privacy Policy, prior to using the relevant third-party website. Champion does not endorse or approve any third-party website, nor the content of any third-party website made available via the Services.

8. Champion's Obligations

Champion undertakes that the Services will be performed substantially in accordance with the Quotation provided to You and with reasonable skill and care.

This undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to Champion's instructions, by modification or alteration of the Services by any party other than Champion or Champion's duly authorised contractors or agents, or by any free or non-paid use of the Services. If the Services do not conform with the foregoing undertaking, Champion will, at its expense, use all reasonable commercial endeavours to correct the non-conformance promptly, or provide You with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Your sole and exclusive remedy for any breach of the undertaking. Notwithstanding the foregoing, Champion:

- does not warrant that Your use of the Services will be uninterrupted or error-free, or that the Services, Documentation or information obtained by You through the Services will meet Your requirements;
- is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- is not liable to You to the extent that any of its Services are provided on a trial or free of charge basis. In that case Champion expressly excludes all warranties capable of exclusion by law and the Services are provided and accepted by You on an “as is” basis. In the event that this exclusion is deemed insufficient and Champion is held liable, Champion's liability in aggregate is capped at, and shall in no event exceed, £3.00 (GBP).

Champion warrants that it has, and will maintain, all necessary licences, consents and permissions necessary for the performance of its obligations under these Terms or any applicable service agreement entered into with You.

9. Your Obligations

You agree to:

- provide Champion with appropriate and accurate information in relation to the number of Authorised Users;
- provide Champion with all necessary co-operation requested by Champion, and all necessary access to such information as may be required by Champion in order to provide the Services, including Customer Data, security access information and configuration services;
- without affecting Your other obligations, comply with all applicable laws and regulations with respect to Your activities under this Agreement;
- carry out all other customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delay in Your provision of such assistance, Champion may adjust any agreed timetable or delivery schedule as reasonably necessary;
- ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement, and be responsible for any Authorised User's breach of this Agreement;
- obtain and maintain all necessary licences, consents and permissions necessary for Champion, its contractors and agents to perform their obligations under this Agreement, including the Services;
- ensure that the Authorised Users read and agree to the End User Licence Agreement, Champion's Privacy Policy and any relevant activity or resource disclaimers;
- ensure that Your network and systems comply with the relevant specifications provided by Champion from time to time; and
- to the extent permitted by law and except as otherwise expressly provided in this Agreement, be solely responsible for procuring, maintaining and securing Your network connections and telecommunications links from Your systems to Champion's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links, or caused by the internet.

During the course of Your use of the Services, You shall not access, store, distribute or transmit any Viruses.

During the course of Your use of the Services, You shall not access, store, distribute or transmit any material that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or
- is otherwise illegal or causes damage or injury to any person or property.

Champion reserves the right, without liability or prejudice to its other rights, to disable Your access to any material that breaches these provisions.

Except as may be allowed by any applicable law which is incapable of exclusion by agreement, and except to the extent expressly permitted under these Terms, You shall not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Platform or the Documentation in any form or media or by any means;
- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
- access all or any part of the Services and Documentation in order to build a product or service which competes with the Services or Documentation;
- use the Services or Documentation to provide services to third parties;
- unless permitted otherwise, license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Services or Documentation available to any third party except the Authorised Users; or
- attempt to obtain, or assist third parties in obtaining, access to the Services, Documentation or any Assessment other than as provided.

You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, the Documentation and any Assessment, and in the event of any such unauthorised access or use, shall promptly notify Champion.

By using the Services You agree not to, directly or indirectly, permit any Authorised User or any other person to violate the Acceptable Use Policy.

You warrant that You have provided Champion with all relevant, full and accurate information as to Your business and needs.

10. Payment and Fees

Champion may, without any liability to You, disable Your password, account and access to all or part of the Services, and Champion is under no obligation to provide any or all of the Services while any invoice remains unpaid. Interest shall accrue on a daily basis on overdue amounts at an annual rate equal to 3% over the then-current base lending rate of Champion's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

All applicable amounts and fees shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Champion's invoices at the appropriate rate. All amounts and fees shall be due and payable no later than 30 days from the date of an invoice if no other date for payment is stated, and in any event in advance of the provision of the relevant Services or Subscription.

Upon 90 days' prior notice to You, Champion shall be entitled to increase:

- the Subscription Fees;
- the fees payable in respect of any applicable additional user subscriptions purchased; and
- the support fees,

and such increase shall be payable at the start of each renewal period.

The Subscription Fees are paid in advance and are not refundable. Any failure to reach or achieve the Assessment Threshold, or poor uptake of the Services by end users, shall not result in any refund, pro-rata or otherwise, of the Subscription Fees.

Champion retains the absolute right to waive or refund any fees due from You to Champion as it sees fit.

11. Proprietary Rights

You acknowledge and agree that Champion and/or its licensors own all Intellectual Property Rights in the Platform and the Services. Except as expressly stated herein, these Terms do not grant You any rights to, under or in any patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) or any other rights or licences in respect of the Platform.

Champion confirms that it has all the rights in relation to the Platform that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

12. Training

Where Champion provides any form of training, You agree that:

- You shall be entitled to substitute training participants without penalty, provided Champion is advised at least 5 Business Days in advance of the relevant training session;
- any increase in the number of training participants entitles Champion to charge You additional costs at Champion's standard rates;
- You are at all times responsible for the training participants;
- should the behaviour of a training participant prove disruptive at any stage during a training session, Champion shall be entitled to request the immediate removal of that participant from this and any future training sessions, and such removal will not affect the costs payable by You for this or any future training sessions;
- unless expressly agreed in writing, You are required to provide the facilities (whether digital or physical) required for Champion to carry out the training sessions;
- the views of any person providing training on behalf of Champion which are given during any training session (whether during question and answer sessions or otherwise) are the presenter's own views and do not necessarily represent the views of Champion, and Champion provides no warranty as to the accuracy or otherwise of such views;
- if You cancel any training session more than 10 Business Days before it is due to commence, You may re-book the training without additional charge; and
- if You cancel a training programme less than 10 Business Days before any training session is due to commence, the session may be rebooked but the cost of the session shall be payable in full, and the rebooked session will incur additional charges in addition to the cost payable for the cancelled session.

Where it is agreed in writing that Champion is responsible for providing the facilities (whether physical or digital), including as applicable the software, premises, refreshments, technological equipment and materials

(the "Facilities"), for any training session, You agree that:

- all costs and expenses payable in relation to the Facilities shall be met by You;
- if You cancel any training session, You will be liable for any costs or expenses charged by any third party to rearrange or cancel any part of the Facilities;
- Champion is not liable for any loss, damage or delay caused by any cancellation or other disruption to the Services that is caused by an issue with any Facilities;
- Champion provides no warranty in relation to the Facilities and shall have no liability to You in relation to the Facilities; and
- You and Your training participants must follow all instructions given by any provider of the Facilities, including any health and safety requirements.

13. Marketing

Unless otherwise stated in the Quotation or agreed otherwise, Champion may feature Your name, logo and a short description of You digitally and in print in Champion's advertising materials. This includes featuring Your name, logo and a short description of You on Champion's website.

You agree to grant Champion a non-exclusive, non-transferable, non-sublicensable, worldwide licence to use Your name and logo for the duration of receiving the Services.

Champion may provide You with promotional materials that You can use to promote Your use of Champion and the benefits it brings to Your team. Champion grants You a non-exclusive, non-transferable, non-sublicensable, worldwide licence to use these materials for the duration of receiving the Services.

14. Indemnity

You agree to defend, indemnify and hold harmless Champion against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Your use of the Services, Customer Data, Report Data and/or Documentation.

Champion agrees to defend You and Your officers, directors and employees against any claim that the Services or Documentation infringe any United Kingdom patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:

- Champion is given prompt notice of any such claim;
- You provide reasonable co-operation to Champion in the defence and settlement of such claim, at Champion's expense; and
- Champion is given sole authority to defend or settle the claim.

In the defence or settlement of any claim, Champion may procure the right for You to continue using the Services, replace or modify the Services so that they become non-infringing, or, if such remedies are not reasonably available, terminate the Services upon notice to You without any additional liability or obligation to pay liquidated damages or other additional costs to You.

In no event shall Champion, its employees, agents and sub-contractors be liable to You to the extent that the alleged infringement is based on:

- a modification of the Services or Documentation by anyone other than Champion;
- Your use of the Services or Documentation in a manner contrary to the instructions given to You by Champion; or

- Your use of the Services or Documentation after notice of the alleged or actual infringement from Champion or any appropriate authority.

The foregoing shall serve as Your sole and exclusive rights and remedies, and Champion's (including Champion's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. Limitation of Liability

The extent of Your and Champion's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way, and whether or not caused by negligence or misrepresentation) shall not exceed the amount paid by You to Champion in the preceding 12 months or, where the term of the Agreement is less than 12 months, the amount due to be paid by You to Champion for the first 12 months of the Agreement. Neither You nor Champion shall be liable for consequential, indirect or special losses, including loss of profit, loss or corruption of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill.

You acknowledge that:

- the Report Data is provided as guidance only and cannot be relied upon, in place of specific professional advice, in respect of any specific individual, due to the aggregated nature of the data set and the inherent risk of reliance on the veracity of information provided by users anonymously;
- results obtained from the use of the Services, the Company Report, any Report Data and the Documentation by You, and any conclusions drawn from such use, are within Your sole responsibility, and Champion shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by You to Champion in connection with the Services, or any actions taken by Champion at Your direction;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- the Services and the Documentation are provided to You on an "as is" basis.

Your and Champion's liability shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by applicable law.

16. Force Majeure

Neither party shall be liable to the other under these Terms if it is prevented from or delayed in performing its obligations, or from carrying on its business, by Force Majeure, provided that notice is given of such an event and its expected duration.

17. Modification of these Terms

Champion reserves the right at its own discretion to change these Terms at any time. The updated Terms will be published on our website. Modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms in effect at the time the dispute arose.

18. Governing Law

These Terms and Your use of the Services are governed by the laws of England and Wales, without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then You agree to

submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of litigating any dispute, and You consent to the personal jurisdiction and venue thereof. We operate the Services from our offices in the United Kingdom and we make no representation that materials included in the Services are appropriate or available for use in other locations.

19. No Class Actions

To the fullest extent permitted under applicable law, You agree to bring a claim only in Your individual capacity, and not as a class member in any purported class or representative proceeding.

20. Claims

To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by You more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.

21. Contact Information

The Services are offered by Champion Health Limited. You may contact us by emailing us at [INSERT EMAIL] , or by writing to us at 4th Floor, 140 Aldersgate Street, London EC1A 4HY, United Kingdom.

Last updated: [INSERT DATE]