**End User Licence Agreement (“EULA”)**

v1.0 (Effective from 10 October 2024)

1. **General**

Please read these terms and conditions carefully before using the Peppy Applications, which comprises: the peppy.health website; any other website and/or applications which operate on smartphones, tablets or other mobile devices (“Applications”) or any products or services available via the Applications (“Products” or “Services”) that are provided and operated by Peppy Health Limited, a company registered in England and Wales under company number 11534232, registered office 2nd Floor 13 Southampton Place, London, United Kingdom, WC1A 2AJ, or Peppy Health Corporation, a Delaware corporation with a registered address at 1209 Orange St., Wilmington, DE 19801 (collectively “We”, “Us”, “Our”, “Ours”).

This End User Licence Agreement (Our “Terms”) together with Our Fair Use Policy and Our Privacy Policy confirms the basis on which End Users (also referred in these Terms as “You”, “Your” and or “Yourself”) are permitted to access the Peppy Applications, Products or Services and make use of Our Applications, Products and Services.  If You do not agree to being bound by Our Terms then, please immediately stop using the Applications, Products and Services in any manner. By continuing to use the Applications, Products or Services, You are entering into a binding commitment between You and Us confirming (i) You have, read, understand, and agree to be bound by these Terms; (ii) that You are of legal age to be bound by these Terms; and (iii) You have the authority to enter into these Terms on a personal basis or on behalf of the legal entity that You have bound to these Terms.

**Please note that You should not place reliance upon or use Our Application, Products and/or Services in replacement of any emergency services requirements, this includes medical emergency services and any safeguarding emergency services.  If You need urgent help then please immediately call the relevant medical or other emergency services response number.**

These Terms are issued and should be read in conjunction with the [Peppy Fair Use Policy](https://peppy.health/fair-use-policy/) and [Peppy Privacy Policy](https://peppy.health/privacy-policy/).

If You have any questions, comments, or concerns regarding these terms or the Applications, Products and/or Services, please contact Us at hello@peppy.health.

1. **Our Services**

Your employer or other organisation may have entered into an agreement with Peppy to procure Your access to Our Services, which may include, but are not limited to, Peppy Clinical Services, Peppy Global Services and Peppy Platform. We will provide information with respect to the scope and duration of the Services procured for You via Your employer or other organisation.  We recommend that You confirm these details directly with Your employer or other organisation. Time shall not be of the essence in respect of any Services to be provided by Peppy to You and in relation to any launch dates and such dates shall be estimated only.

Different terms shall apply depending on the Services which Your employer has opted to include in their contract with Us. These service specific terms shall be set out below:

**Where the Services include Peppy Clinical Services in the UK or USA, or Peppy Global Services worldwide, the following terms shall apply in addition to these terms and conditions:**

In respect of the Peppy Clinical Services provided in the United Kingdom, Peppy Health Limited (“Peppy UK”) is [registered](https://www.cqc.org.uk/provider/1-13123139834) with the Care Quality Commission (“CQC”) which is the independent regulator of health and adult social care in England. This means that, as an organisation, Peppy UK is regulated and governed by a regulatory body who oversees the Peppy Clinical Services. Peppy UK complies with the rules and regulations set by the CQC to ensure that it continuously provides a safe and effective service to all of its End Users which have access to Peppy Clinical Services.

Peppy provides access to healthcare professionals based in the United Kingdom or the USA who are each qualified and governed by the relevant regulatory body in each area of expertise (each, a “Practitioner”) and information to support End Users through various life transitions which may include, but are not limited to, men’s health, women’s health, fertility, parenthood, menopause, PCOS and endometriosis. Practitioners may provide information, advice and support through articles, webinars, chat services, telephone calls, online video calls where this is included as part of the Peppy Clinical Services to be provided by Peppy as set out below.

The scope of the support provided by Us and Our Practitioners shall fall into two categories. If You are unsure which Service is available to You, please check with Your employer:

1) Peppy Clinical Services – Where You are using Our Peppy Clinical Services, Our Practitioners who are qualified and regulated in each service area are registered with their respective professional body in the relevant territory to provide You with medical advice which may include the diagnosis and treatment of any disease, disorder or injury. This may include, recommending testing, advising You on test results and, in connection with some of Our Services, writing prescriptions for medication (where included as a Service which We have agreed to provide with Your employer) or suggesting that You discuss a potential prescription with Your healthcare provider.

2) Peppy Global Services – Our Peppy Global Services are intended to be supplementary to any healthcare You receive and are not a substitute for a primary care physician, obstetrician, paediatrician, or any other medical service provider (e.g. Your General Practitioner). This means that Peppy and Our Practitioners will not diagnose or offer treatments for any disease, disorder or injury in those areas. But, You shall have access to written guidance, support and information through articles and other content made available on the Applications which may be supplementary to and in addition to You receiving medical advice from an external healthcare provider, such as, Your local General Practitioner. You may be given access to Our Automated Health Concierge Service that helps navigating available resources on Our Applications.

When using Our Peppy Clinical Services, after assessing Your needs and specific concerns which You may have shared with Our Practitioners, Our Practitioners may suggest a number of different options and recommendations which You may or may not wish to consider. If You decide to go ahead with a recommendation, You do so at Your own risk and, where such recommendation is dependent on a third party provider, any complaints should be directed to the manufacturer or provider. We always recommend that You check with Your healthcare provider before placing any reliance on the information or guidance received through Our Services, as they may have additional information We have not been provided with. In addition, if You have any questions or concerns in relation to the information or advice You have received from Us or Our Practitioners, please ensure that You reach out to Our Practitioners again for further information and clarity and/or discuss any information You have received from Us with Your usual healthcare provider.

Please be aware that some of Our Practitioners may have received unrestricted educational grants towards nurse education, honoraria for lecturing and participated in Medical Advisory Boards for pharmaceutical and other companies. However, any recommendations which Our Practitioners make shall be based on their assessment of Your needs and the information which You have provided to them.

When using Our Peppy Global Services, the information and content made available to You on Our Applications has been prepared for a general audience and has not been assessed based on Your specific needs or concerns. We always insist that You check with Your healthcare provider before placing any reliance on the information or guidance received through Our Peppy Global Services. In addition, if You have any questions or concerns in relation to the information or advice You have received from Your use of Our Peppy Global Services, please ensure that You reach out to Your usual healthcare provider.

**Prescription Services (Only offered in connection with certain Peppy Clinical Services for United Kingdom and the USA where pre-agreed with Your employer and included within the scope of Services)**

Where such Service is included in the scope of what We have agreed to provide to You with Your employer, Our Practitioners may from time to time, either a) recommend that You discuss a specific prescription with Your usual healthcare provider; or b) write a prescription for You without needing a physical in person meeting.

Some of Our Practitioners providing Peppy Clinical Services in the UK and USA are licensed, authorised and regulated to write prescriptions without a physical in person meeting in certain circumstances, and in respect of Our Practitioners in the UK, provided that they act in accordance with the Nursing and Midwifery Code of Conduct, National Institute of Clinical Excellence (NICE) guidelines and the Royal Pharmaceutical Society competency framework. There are certain rules which all of Our Practitioners must abide by when prescribing medicines and they may not, for example, prescribe certain classes of drugs. In these circumstances, the Practitioner will make You aware of this and may recommend that You speak directly to Your usual healthcare provider.

1. Where Our Practitioners recommend that You discuss a specific prescription with Your usual healthcare provider You will be solely responsible for arranging such appointments as are necessary with Your healthcare provider. In this instance, Your healthcare provider shall be responsible for carrying out an independent assessment of Your needs and shall make their own decision at their sole discretion as to which prescription (if any) they wish to make. Peppy and Our Practitioners are not responsible for any acts, omissions, incorrections or mistakes which relate to any prescriptions written by a third party. If a third party healthcare provider offers an opinion or recommendation which is different to what You have received from Peppy or Our Practitioners, this does not mean that Our services are faulty or incorrect, as healthcare experts will have differing opinions from time to time. You will be responsible for any additional costs to Your usual healthcare provider (if any) and to any pharmacy who fulfils the prescription.
2. Where Our Practitioners write a prescription for You:
	1. Please be aware that, unless We use an e-prescription fulfilment service (USA only), You will be responsible for paying any additional costs directly to any pharmacy who fulfils the prescription. By writing a prescription, Peppy and Our Practitioners cannot guarantee that the prescribed medicine will be in stock and We and Our Practitioners shall not be liable for any acts, omissions, errors or mistakes in connection with the administering of such drugs by any pharmacy. We also accept no liability for any acts, omissions, errors or mistakes in connection with prescribed drugs or packaging itself for example, being contaminated, damaged or faulty. Peppy acts independently of pharmacies and will not be able to assist with any refunds or returns and You will need to contact the pharmacy directly.
	2. In addition to the above, Our Practitioners are only able to offer prescription services to individuals who are based and reside in the United Kingdom or USA and cannot offer a prescription consultation unless You are based in the United Kingdom or USA. If You are not based in and reside in the United Kingdom or USA, You shall notify the Practitioner immediately and prior to the prescription being issued to You. Peppy and Our Practitioners will not be responsible if You provide any false or inaccurate information which could affect the prescription being written or recommended by Our Practitioners. In order for Our Practitioners to write a prescription, they may require You to upload a copy of Your passport and proof of address. The Practitioner will notify You if this is required and Your ID documents shall be handled in accordance with Our Privacy Policy. If You have any questions or concerns surrounding Our processing of Your ID documents for this purpose, please contact hello@peppy.health. If You fail to provide satisfactory copies of Your ID documents for this purpose, Our Practitioners may not be able to issue any prescription to You.

Where Our Practitioners have issued a prescription for You, You agree:

1. that any information which You have provided to Our Practitioner shall be true, accurate and complete, and You shall notify the Practitioner immediately if any information changes either before or during the course of You, or the person names on the prescription, taking the prescribed medicine;
2. that only You, or the person named on the prescription, shall consume or use the drugs;
3. that You, or the person named on the prescription, shall follow the instructions provided by Our Practitioner when issuing the prescription; and
4. to seek immediate medical help from Your usual healthcare provider if You or the person named on the prescription experiences any adverse side effects or reactions to the medicine prescribed (other than in the case of an emergency where You shall seek emergency medical help).

Notwithstanding any other terms, Our Practitioners shall have the right to refuse to issue or recommend a prescription in their absolute sole discretion and, just because Our Practitioner issued or recommended a prescription to You previously, shall not mean that they have to issue or recommend any or the same prescription again.

1. **Vitality members only (please disregard this section unless You are using Peppy through Your Vitality Membership in the United Kingdom)**

Please note that for administrative purposes only, We will notify Vitality that You have registered an End User Account with Us. We will not share any of Your Special Categories of Personal Data with Vitality without Your specific authorisation. For example, We will never share any information that You may exchange with a Practitioner or disclose any reasons why You may have accessed the Applications, or any Special Categories of Personal Data that You may upload to the Applications. Further reassurance relating to this matter is included in Vitality’s Member Zone. If You have any further concerns regarding this matter then please email hello@peppy.health.

1. **Apple and Google's Terms also apply**

Our Applications will be available through the Apple and Google (Android) mobile app stores, in addition to Our website, in such countries as Your employer has agreed with Us, but excluding countries where the Applications are unavailable due to technical, legal or political reasons. You warrant and represent that You shall not access Our Applications in a manner that circumvents local market restrictions by using a Virtual Private Network (VPN) or any other method.

The ways in which You can use Our Applications may also be controlled by Apple and/or Google's rules and policies as follows:

* Apple – <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>
* Google (Android) - https://policies.google.com/terms?hl=en

(including any other policies referred to in them, or any applicable website hosting platform), and their rules and policies will apply instead of these terms where there are differences between the two.

1. **Using Peppy**

To use the Services, You first need to register on the Peppy Application and create an account (“End User”).  When registering, You are obligated to provide Us with certain information, such as Your name, date of birth, etc.

To use the Services, You must be 18 years of age or older and reside in a jurisdiction in which the Services are provided.  If You reside in a jurisdiction that restricts the use of the Services because of age, legal, religious, or moral views prevalent in such jurisdictions or restricts the ability to enter into contracts such as this one, e.g., due to age, You must abide by such age limits and You must not use the Services if precluded from doing so.  You represent that You are of legal age to enter into a binding contract.

If You access, download or stream the Applications 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. If You sell any device on which the Applications is installed, You must remove the Applications from it.

Unless otherwise specified in writing, the Services are for Your personal and non-commercial use.

1. **Intellectual Property Rights**

The Services and Applications, including, without limitation, the Applications, content, metadata, design, organisation, compilation, look and feel, the source, object, and HyperText Mark-up Language (“HTML”) code and all other protectable intellectual property available through the Services and Applications (the “Proprietary Materials”) are the property of Peppy or the property of Our licensors and are protected by copyright and other intellectual property laws.  All rights regarding the Proprietary Materials not expressly granted in these Terms are automatically on creation reserved by Peppy.

Unless You have Our written consent, You may not copy, reproduce, sell, publish, distribute, display, re-transmit or otherwise provide access to the Proprietary Materials to anyone.  You agree not to rearrange, modify, create derivative works using or reverse engineer the Proprietary Materials.  You agree not to create, scrape, or display Our content for any purpose other than Your legitimate use of the Applications as licensed herein.  You agree not to post any content from the Services to weblogs, newsgroups, mail lists or electronic bulletin boards, without Our written consent.

You agree that all information and content which You enter or upload when using Peppy (“**Inputs**”) shall be owned by You, and any results or information which You receive when using Peppy Services (“**Outputs**”) shall be owned by Us or the third-party provider to the fullest extent permitted by law. Where this is not legally possible, You hereby agree to assign all rights and interest in the Outputs to Peppy and the third-party. You also grant Us and Our licensors a worldwide, non-exclusive, irrevocable, perpetual, royalty free, licence to use, store, reproduce, use, publish, and publicly display, modify, and create derivative works of the Inputs for the purposes of operating, providing, improving, troubleshooting, and debugging Our Services (for example, Your acceptance or rejection of suggestions may help train Our suggestion engine); protecting Our Services (for example, to analyse patterns in usage to prevent abuse); customising Our Services (for example, to create personalised suggestions for You); and/or developing new services or features. The licence You give Us also permits Our service providers to assist Us in doing this. Peppy does not own, control, verify, or endorse Inputs or Outputs. You are responsible for all of Your Inputs and Outputs, and for checking the accuracy and relevance of any Outputs received.

For the avoidance of doubt, Peppy shall restrict any third party, to the extent possible, from using Inputs and Outputs for: (i) training, (ii) otherwise improving its large language models or other services, and/or (iii) general use beyond the use required to provide and maintain the AI Functionality or as otherwise set out in this Agreement.

1. **Intellectual Property Infringement (US Residents)**

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We remove submissions that We believe may violate intellectual property rights of others and may suspend Your access to the Services (or any portion thereof) and/or terminate Your account if You use the Services in violation of someone’s intellectual property rights.

Pursuant to Title 17 of the United States Code, § 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims. If You believe Your copyright or other intellectual property right is being infringed by a user of the Services, please provide written notice to Our agent for notice of claims of infringement at the registered agent’s address which can be obtained from the Secretary of State’s website.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received a Digital Millennium Copyright Act of 1998 (“DMCA”) take-down notice.

1. **Licence**

Subject to Your compliance with these Terms, the Peppy Fair Use Policy and Peppy Privacy Policy, together with the scope and duration of Your access to Our Services, Peppy grants to You a limited, fully revocable, personal, non-exclusive, non-transferable and non-sublicensable right and licence to use the Services which Your employer and Peppy have agreed that Peppy shall provide to You pursuant to a separate legal contract.

1. **Third Party Sites, Products and Services**

We provide links to third-party websites. We are not obligated to review any third-party websites that You link to using the Services, We do not control any of the third-party websites, and We are not responsible for any of the third-party websites (or the products, services, or content available through any of them). When We provide such links, You acknowledge that We do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any third-party websites We may link from the Services, You do this entirely at Your own risk.

1. **Subcontractors**

Peppy may appoint third party subcontractors to provide some or all of its services from time to time (a “Peppy Partner”). Where a service, or part of it, is provided by a Peppy Partner, you may be asked to agree to their terms and conditions and/or privacy policy. You will be notified of this when you go to use that service, if this is required. Where you have to agree to the Peppy Partner’s terms and conditions and privacy policy, you will be entering into a separate contractual relationship with the Peppy Partner. In this case, Peppy shall not be liable for any services or part thereof which is provided by the Peppy Partner, including (without limitation) their terms relating to delivery, payment, and cancellation and their collection and use of your personal data. Where the Peppy Partner collects your personal data independently of Peppy, the Peppy Partner shall be the Data Controller for the purposes of the Data Protection Legislation (as further defined in the Peppy Privacy Policy) and this shall be governed by the Peppy Partner’s privacy policy. Furthermore, Peppy shall not be responsible for the availability, quality or suitability of any products or vouchers purchased by you from a Peppy Partner.

1. **Other important information**

The Applications and the Services have not been developed to meet Your individual requirements. Please check that the facilities and functions of the Applications and the Services (as described on the app store site) meet Your requirements prior to use. You are responsible for determining Your suitability to be an End User of the Applications and the Services and confirm that only You can determine whether a physical or medical examination or financial consultation should be undertaken prior to using the Services in any capacity.  You acknowledge that You are solely responsible for all aspects of Your physical, mental and financial health and wellbeing before, during and after Your use of the Services.

1. **General Disclaimers**
	1. **Our Services are provided “as is, as available”**. You agree that Your access to and use of the Services and the content is made available on an “as is, as available” basis and Peppy specifically disclaims any representations or warranties expressed or implied, including, without limitation, any representations or warranties of merchantability, fitness for any particular purpose, non-infringement, title, operability, condition, quiet enjoyment, value, accuracy of data and system integration.   Peppy does not warrant or make any representations regarding the use or the results of use of the Products, Services, offerings, content, and materials made available through the Applications and the Services.
	2. **Our Peppy Global Service is for information purposes only**. It is important to understand that the Global Services do not include the provision of medical advice by Us or Our Practitioners. You should not change any treatment or care plan, medication or therapy based on information You received through the Peppy Global Services without speaking directly to Your usual healthcare provider. Content and information made available via the Peppy Global Services is supplementary to any treatment or care provided by Your healthcare provider and should not replace regular medical visits with Your healthcare provider. Always seek advice from Your physician or other qualified health care practitioner regarding Your medical condition or the use (or frequency) of any medication or medical device.
	3. **Peppy strives to provide accurate and reliable results, but We cannot guarantee the accuracy or completeness of the information provided by Outputs.** Peppy helps You navigate available resources on Our Applications through use of artificial intelligence (AI) technology. Due to the nature of machine learning, use of Our Services may in some situations result in incorrect Outputs that do not accurately reflect real people, places, or facts. You should evaluate the accuracy of any Output as appropriate for Your use case, including by human review of the Output, including seeking advice and guidance from Your usual healthcare provider, financial advisor, employer or insurance provider. Peppy will not be responsible for any damage, loss, or harm caused by the use of the Outputs, including any inaccuracies or inconsistencies in the results generated by the technology. You assume full responsibility for Your use of Our Services and any results generated. To the fullest extent permitted by law, Peppy shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use any third party artificial intelligence (AI) technology. For the avoidance of doubt, You are solely responsible for (i) the accuracy and quality of any Inputs; (ii) verifying and validating the accuracy of any Outputs, and (iii) any decision, action or omitted action based on any Outputs.
	4. **Peppy does not provide emergency services, including medical emergency services and safeguarding emergency services**.  Never disregard professional emergency help or medical advice or delay in seeking it because of something You have read in connection with Our Services.  Always consult with Your healthcare professional if You have any questions or concerns about Your health or condition or experience any changes in Your condition or health status. If You have any concerns relating to Your safety or wellbeing, please contact the emergency services without delay.
	5. **Our Services may be dependent on You consulting Your healthcare provider**. You may be advised to consult Your GP or emergency medical services at any time when using Our Services and use of Our Services may depend upon You undertaking this. You should always seek the advice of Your GP or other qualified health provider with any questions You may have regarding a medical condition.
	6. **Peppy does not practise medicine.** No Service provided by Peppy should be considered medical or professional advice, diagnosis or treatment and there is no endorsement, representation, or warranty that any particular medication or treatment is safe, appropriate, or effective for You. Further, Peppy does not recommend or endorse any specific drugs, tests, physicians, products, procedures, opinions, “off-label” drug uses, or other information that may be mentioned through use of the Services. Peppy’s services are not an appropriate substitute for direct in-person services.
	7. **Peppy does not provide financial services.** None of Our Services may be considered financial advice, and You should not rely on these Services as a substitute for professional financial advice, consultation, or planning. You should always seek the advice of a qualified financial advisor with any questions You may have regarding financial matters.
	8. **Disclaimer relating to recipes on the Applications, if applicable.** Your dietary needs and restrictions are unique to You. You assume full responsibility for consulting a qualified health professional regarding health conditions or concerns, and before starting a new diet or health program. We are not responsible for adverse reactions, effects, or consequences resulting from the use of any recipes or suggestions herein or hereafter. We cannot guarantee that any ingredient You may choose is free from any allergen trigger. You are reliant on the representations and warranties made by the manufacturer and the safe handling, labelling and preparation of that particular ingredient as well as the source. If You or a third party has any sensitivities or allergies to any listed ingredients, You or they should not consume or prepare these products or recipes or should consider an alternative ingredient. Any recipes provided by the Applications are suggestions only. Should You or anyone third party, develop any symptoms or allergic reactions, You or they should discontinue use immediately and contact their medical professional.
	9. **Disclaimer relating to nutritional information on the Applications, where applicable.** Peppy may occasionally offer nutritional information, which is provided as a courtesy and is an estimate only. Varying factors such as product types or brands purchased can change the nutritional information in any given recipe. Other factors may change the nutritional information and different online calculators can provide different results. To obtain the most accurate representation of the nutritional information in any given recipe, You should calculate the nutritional information with the actual ingredients used in Your recipe. You are solely responsible for ensuring that any nutritional information obtained is accurate. Under no circumstances will Peppy be responsible for any loss or damage resulting from Your reliance on nutritional information given though the Applications.
	10. **Disclaimer relating to workouts, fitness and weight management information on the Applications, if applicable.** Some fitness or other activities may not be appropriate for all individuals and You agree that You have assessed Your risk of injury depending on Your physical circumstances. Peppy recommends that You obtain medical clearance from Your healthcare provider before participating in or attempting any exercise or fitness activity, particularly when recovering from injury, illness or other condition. Peppy shall not be liable for any injury sustained by You where You have failed to obtain the appropriate clearance by Your GP to participate in any activity. Peppy may give information, content, courses or programmes for You to consider that could bring about positive results where You are motivated to change and in conjunction with proper medical support if required. Any resulting choices and changes made by You remain Your personal and legal responsibility. Weight loss results can vary depending on the individual. The information and content, including but not limited to, text, graphics, images and other material, contained on the Applications is for educational purposes only. There is no guarantee of specific results and results may vary as causes for being overweight or obese vary from person to person. No individual result should be seen as typical. Whether genetic or environmental, it should be noted that food intake, rates of metabolism and levels of exercise and physical exertion vary from person to person.
	11. **Disclaimer relating to therapeutic information (e.g. Cognitive Behavioural Therapy) on the Applications.** Complementary therapies and any information, content, courses or programmes provided through the Applications are intended to work side by side with conventional treatment where it is required. No one can guarantee specific results, and Peppy and Our Practitioners shall not be liable to You or any third party where such therapy has not provided the expected result. Peppy and Our Practitioners may give information or guidance for You to consider that could bring about positive results where You are motivated to change and in conjunction with proper medical support if required. Although We and Our Practitioners will be as supportive and helpful as possible in all decision making and change processes, any resulting choices and changes made by You remain Your personal and legal responsibility. In order to affect a change, CBT, counselling, coaching and mindfulness require commitment and honesty from You.
2. **Changes to Terms**

We are constantly trying to improve Our Services, so We reserve Our rights to update these Terms and the content of the Services at any time and publish the most recent copies of Our Terms and Services on Our Applications without prior notice to You.  If You do not agree with Our new Terms, You are free to reject them; which unfortunately, will end Your rights to use the Applications and the Services.  If You use or access the Services in any way after a change to the Terms is effective, that means You agree to all of the changes.  Except for changes by Us as described here, no other amendment or modification of these Terms will be effective.

From time to time We may automatically update Our Applications 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 Applications on Your device 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 Applications and the Services.

The Applications will always work with the current or previous version of the operating system (as it may be updated from time to time).

1. **Suspension of services**

Peppy may, without liability, suspend or terminate access to the services immediately upon notice to You in the event that any third party provider suspends, terminates or ceases to provide access to the relevant service, or supporting system.

1. **Term, Termination and Cancelling Your Services**

These Terms will commence on the date You initially set up Your End User account.   If You wish to terminate Your End User account You may do so by either contacting hello@peppy.health or clicking “Delete Account” within the Application.

We may terminate these Terms and/or suspend or terminate Your End User account upon notice to You, if You breach any material term herein, or if We are required to do so by law (e.g., where the provision of the Applications or the Services is or becomes unlawful), or where Our contract with Your employer terminates for any reason. You agree that all terminations for cause shall be made at Peppy’s absolute sole discretion and that Peppy shall not be liable to You or any third party for any termination of Your End User account.

Termination of any Services may include temporary suspension or permanent deletion of Your End User account together with any and all related information, files, and content associated with or inside Your End User account.  Upon termination of any Services, Your right to use such Services will automatically terminate immediately.  You understand that termination of Services may involve deletion of Your information and content in Your End User account.  All provisions of these Terms, which by their nature should survive, shall survive termination of Services, including without limitation ownership provisions, warranty disclaimers and limitation of liability.

1. **Limitation of Liability**

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 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.

**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.

**We are not liable for business losses**. The Applications is for domestic and private use. If You use the Applications for any commercial, business or resale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, loss of business opportunity or wasted expenditure.

**We are not responsible for events outside Our control.** If Our provision of the Services or support for the Applications or the Services 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.

**We are not responsible for the actions of any third party provider, including any AI related service.** To the maximum extent permitted by law and notwithstanding anything to contrary in these Terms or supplementary policies, Peppy does not provide any representation, warranty, indemnification or other commitment of any kind regarding any third party service (including, without limitation, in relation to the accuracy, reliability or completeness of any AI service) and shall have no liability for any loss or damage caused by use of or reliance on any AI Outputs.

**Remedy.** If You are dissatisfied with any portion of the Services, Your sole and exclusive remedy is to discontinue use of the Services.

**(US residents only) Limited time to bring claim.**  Where You reside in the USA and where permitted by law, You and We agree that any cause of action arising out of or related to the Services must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

1. **Indemnification (US Residents only)**

Where You reside in the USA, You agree to indemnify and hold harmless Peppy, Our owners, subsidiaries, affiliated companies, employees, shareholders, directors, licensors, co-branders, suppliers, Providers, and the officers, directors, employees, consultants, and agents of each, and other registered users for all damages, liabilities, fines, penalties, losses, expenses, fees, and costs (including without limitation reasonable attorneys’ fees and costs) related to all claims, causes of action, charges, and investigations, caused by: a) Your failure to comply with these Terms of Use, including without limitation Your unauthorised submission of content and/or of that violates third-party rights or applicable laws; b) any content You submit or transmit; c) any activity in which You engage through the Services; and d) any viruses, Trojan horses, worms, time bombs, cancelbots, or other similar or deleterious programming routines input by You into the Services.

1. **Complaints**

You can give Us feedback on Our Services by emailing Us on hello@peppy.health.

If You wish to provide feedback or complain about Our Services, We would like to resolve Your concerns as soon as possible.  Please tell Us about Your complaint as soon as You can so that We can respond promptly.

If You wish to make a formal complaint about Our Service, please email Us on hello@peppy.health.  We may ask You for certain details about You and Your complaint in order to address it and ask for Your prompt co-operation in seeking to resolve the complaint quickly.  We will tell You the outcome of Our investigation into Your complaint and give You the chance to discuss it with Us.  If We have done something wrong, We will apologise to You and seek amicable resolution.

If You are in any way dissatisfied about how We process Your personal information, You have a right to lodge a complaint with the UK Information Commissioner’s Office (ICO).  This can be done at <https://ico.org.uk/make-a-complaint/>.  We would, however, appreciate the opportunity to talk to You about Your concern before You approach the ICO.

1. **Other Terms**
	1. **Assignment.** You may not assign, delegate, or transfer these Terms or Your rights or obligations hereunder, or Your Account, in any way (by operation of law or otherwise) without Peppy’s prior written consent.  Peppy may assign its rights and obligations under these Terms.  These Terms will inure to the benefit of Peppy’s successors, assigns, and licensees.
	2. **Waiver.** The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms, or to exercise any right under these Terms, will not be construed as a waiver or relinquishment to any extent of such party’s right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.
	3. **Entire Agreement.** These Terms and the documents referred to in them constitutes the entire agreement between Us and You with respect to the subject matter contained in these Terms and supersede all previous and contemporaneous agreements, proposals, and communications, written or oral, related to that subject matter.  Subject to clause 12, no amendments, modifications or waivers to these Terms shall be valid unless in writing and accepted or signed by Peppy.
	4. **Severability.** If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.
	5. **Third Parties.** These Terms are not intended to benefit any third party, and do not create any third-party beneficiaries.  Accordingly, these Terms may only be invoked or enforced by You or Us.
	6. **Survival.** Any and all provisions of these Terms that would reasonably be expected to be performed after the termination or expiration of these Terms shall survive and be enforceable after such termination or expiration including, without limitation, provisions relating to ownership, disclaimers, limitation of liability and governing law.
	7. **Governing Law and Jurisdiction**.The law that will apply in any dispute or lawsuit arising out of or in connection with these terms and conditions, including any documents referred to in them, the courts that have jurisdiction over such dispute or lawsuit, depend on the Peppy entity providing the Services to You as detailed below.

| **Peppy Entity** | **Governing Law is:** | **Courts with exclusive jurisdiction are:** |
| --- | --- | --- |
| Peppy Health Limited (UK) | England and Wales | England |
| Peppy Health Corporation (USA) | New York, USA | New York, USA |