

# XEDAQ® Terms & Conditions

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## 1. Agreement to Terms and Conditions

1.1. These Terms and Conditions (the 'Terms') are a legally binding agreement between you, whether personally or on behalf of an entity ('You'), and Elledge Informatics Limited (company number 15437957), doing business as 'XEDAQ®', located at Oakmoore Court Kingswood Road, Hampton Lovett, Droitwich, Worcestershire, England WR9 0QH, United Kingdom ('We', 'Us', 'Our'), concerning Your access to and use of the Elledge Informatics website (<https://elledgeinformatics.com>) (the 'Website') as well as the XEDAQ® application (the 'App'). The App and the Website are collectively referred to as the 'Site'.

1.2. The Site provides the following services:

- 1.2.1. digital therapy;
- 1.2.2. XEDAQ® app subscription;
- 1.2.3. personalised programs for the relief of temporomandibular disorder ('TMD')- associated distress and monitoring symptoms (together the 'Services').

1.3. If You have any concern about Your health in any way or have an urgent health condition, You should seek immediate medical advice. You should not delay seeking medical advice, stop any treatment, or disregard medical advice because of the information contained in the Services.

1.4. You must seek immediate medical advice if You are:

- 1.4.1. having suicidal thoughts;
- 1.4.2. are at risk of harming Yourself or others; or
- 1.4.3. are in any danger.

1.5. You agree that by accessing the Site and/or Services, You have read, understood, and agree to be bound by these Terms.

1.6. If You do not agree with Our Terms then should not use the Site and Services and You must discontinue use immediately. You can save a copy of these Terms for future reference.

1.7. The supplemental policies set out in Section 1.12 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.8. We may make changes to these Terms at any time. The updated version of these Terms will be indicated by an updated "Revised" date and the updated version will be effective immediately upon publishing it on Our Site. You are responsible for

reviewing these Terms to stay informed of updates. Your continued use of the Site represents that You have accepted such changes.

- 1.9. We may update or change the Site from time to time to reflect changes to Our products, Our Services, and Our users' needs and/or Our business priorities.
- 1.10. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Us to any registration requirement within such jurisdiction or country.
- 1.11. The Site is intended for users who are at least 18 years old. If You are under the age of 18, You are not permitted to register in Your own name for the Site or use the Services. Only Your parent or guardian is allowed to register and create an account. You can only use Our Services with Your parent/guardian's permission and through their guided use.
- 1.12. Additional policies which also apply to Your use of the Site include:
  - 1.12.1. Our Privacy Policy, which sets out the terms on which We process any personal data We collect from You, or that You provide to us. By using the Site, You consent to such processing and You warrant that all data provided by You is accurate and complete; and
  - 1.12.2. Our Cookie Policy, which sets out information about the cookies on the Site.

## **2. The Services**

- 2.1. The Services can be accessed through either an Android or iPhone smartphone application (Android API 19 or iOS 13.0 or any other later versions) and through the Website.
- 2.2. When You sign up, You will then obtain access to Our App and some of Our Services. If You want to fully benefit from the Services and monitor Your TMD over time, You will need to obtain access to the XEDAQ® app subscription and pay the subscription fees, subject to Section 3.
- 2.3. You can maintain your subscription for as long as you desire. Please note that the App cannot be used as a substitution for seeking appropriate medical advice.

## **3. Fees for the Services**

- 3.1. To use the XEDAQ® app subscription, You may be required to submit Your billing and payment information via Apple, Google or Stripe and You will be required to pay the amounts due as listed in the App or on the Website. You expressly

authorise Us to charge You for any amounts due using Your payment information. All payment information will be processed, stored, and secured by Our third-party payment providers Apple, Google or Stripe.

3.2. Your XEDAQ® app subscription plan will automatically renew at the end of Your initial subscription period and the relevant renewal charges will be processed. If You do not wish to renew Your plan, please make sure to unsubscribe the plan by the end of the termination of Your current subscription period.

3.3. All amounts and fees stated or referred to in these Terms:

3.3.1. will be payable in pounds sterling, euros, or United States dollars; and

3.3.2. are exclusive of value added tax, which will be added at the appropriate rate.

3.4. For more details, please see Section 11 Cancellation and Refunds for Consumers.

#### **4. Acceptable Use**

4.1. You may not access or use the Site for any purpose other than that for which We make the Site and Our Services available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by Us.

4.2. As a user or visitor of this Site, You agree not to:

4.2.1. make any unauthorised use of the Site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretences;

4.2.2. use a buying agent or purchasing agent to make purchases on the Site;

4.2.3. use the Site to advertise or sell goods and services;

4.2.4. systematically retrieve data or other content from the Site to a compile database or directory without written permission from Us;

4.2.5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use;

4.2.6. save to the extent expressly set out in these Terms, link to Our Site with Our prior written permission and We reserve the right to withdraw linking permission without notice. For permission, please contact [ross@elledgeinformatics.com](mailto:ross@elledgeinformatics.com);

4.2.7. trick, defraud, or mislead Us and other users, especially in any attempt to learn sensitive account information such as user passwords or payment information;

4.2.8. make improper use of Our support services and Services, or submit false reports of abuse or misconduct;

4.2.9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;

4.2.10. interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site;

- 4.2.11. attempt to impersonate another user or person, or use the username of another user;
- 4.2.12. sell or otherwise transfer Your profile or allowing another person to use the Services;
- 4.2.13. use any information obtained from the Site in order to harass, abuse, or harm another person;
- 4.2.14. use the Site or Our content as part of any effort to compete with Us or to create a revenue-generating endeavour or commercial enterprise;
- 4.2.15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;
- 4.2.16. attempt to access any portions of the Site that You are restricted from accessing;
- 4.2.17. harass, annoy, intimidate, or threaten any of Our employees, agents, or other users;
- 4.2.18. delete the copyright or other proprietary rights notice from any of the content;
- 4.2.19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 4.2.20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism;
- 4.2.21. use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools;
- 4.2.22. disparage, tarnish, or otherwise harm, in Our opinion, Us and/or the Site;
- 4.2.23. use the Site in a manner inconsistent with any applicable laws or regulations;
- 4.2.24. threaten users with negative feedback or offering services solely to give positive feedback to users;
- 4.2.25. misrepresent experience, skills, or information about a User;
- 4.2.26. advertise products or services not intended by us;
- 4.2.27. falsely imply a relationship with Us or another company with whom You do not have a relationship.

## **5. Our content**

- 5.1. Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (Our Content) are owned or licensed to us, and are protected by copyright and trade mark laws.
- 5.2. Except as expressly provided in these Terms, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without Our express prior written permission.

- 5.3. Provided that You are eligible to use the Site, You are granted a limited licence to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which You have properly gained access solely for Your personal, non-commercial use of the Services.
- 5.4. You shall not (a) try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies You may We have downloaded.
- 5.5. We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.
- 5.6. The content on the Site is provided for general information only. It is not intended to amount to advice on which You should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site. We will not be liable for Your decision not to discuss Your health and/or personal risk factors with Your doctor.
- 5.7. Although We make reasonable efforts to update the information on Our Site, We make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.

## **6. Site Management**

- 6.1. We reserve the right at Our sole discretion, to (a) monitor the Site for breaches of these Terms; (b) take appropriate legal action against anyone in breach of applicable laws or these Terms; (c) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to Our systems; and (d) otherwise manage the Site in a manner designed to protect Our rights and property and to facilitate the proper functioning of the Site and Services.
- 6.2. We do not guarantee that the Site will be secure or free from bugs or viruses.
- 6.3. You are responsible for configuring Your information technology, computer programs and platform to access the Site and You should use Your own virus protection software.

## **7. Modifications to and availability of the Site**

- 7.1. We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at Our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

- 7.2. We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that We have no liability whatsoever for any loss, damage, or inconvenience caused by Your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.
- 7.3. There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

## **8. Disclaimer/Limitation of Liability**

- 8.1. The Site and Services are provided on an as-is and as-available basis. You agree that Your use of the Site and/or Services will be at Your sole risk except as expressly set out in these Terms or implied by law. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and Your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.
- 8.2. We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (a) errors or omissions in content; (b) any unauthorised access to or use of Our servers and/or any and all personal information and/or financial information stored on Our server; (c) any interruption or cessation of transmission to or from the Site or Services; and/or (d) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with Our obligations under these Terms if such delay or failure is caused by an event beyond Our reasonable control.
- 8.3. Our responsibility for loss or damage suffered by You:
- 8.3.1. 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 and for fraud or fraudulent misrepresentation.
- 8.3.2. If We fail to comply with these Terms, We will be responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms, but We would not be responsible for any loss or damage that were not foreseeable at the time You started using the Site/Services.

8.3.3. To the extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Our Site or any content on it, whether express or implied.

8.3.4. To the extent permitted by law, We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

8.3.4.1. use of, or inability to use, Our Site; or

8.3.4.2. use of or reliance on any content displayed on Our Site.

8.3.5. Notwithstanding anything to the contrary contained in the Disclaimer/Limitation of Liability Section, Our liability to You for any cause except for death or personal injury (or any other liability that cannot be limited or excluded under the law), will at all times be limited to a total aggregate amount equal to the greater of (a) the sum of £5000 or (b) the amount paid, if any, by You to Us for the Services/Site during the six (6) month period prior to any cause of action arising.

8.3.6. In particular, We will not be liable for:

8.3.6.1. loss of profits, sales, business, or revenue;

8.3.6.2. business interruption;

8.3.6.3. loss of anticipated savings;

8.3.6.4. loss of business opportunity, goodwill or reputation; or

8.3.6.5. any indirect or consequential loss or damage.

8.3.7. Please note that We only provide Our Site for domestic and private use. You agree not to use Our Site for any commercial or business purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3.8. If defective digital content that We have supplied, damages a device or digital content belonging to You and this is caused by Our failure to use reasonable care and skill, 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.

8.3.9. You have legal rights in relation to goods that are faulty or not as described. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8.3.10. Depending on Your country, other consumer protection rules may be applicable.

## **9. Term and Termination**

9.1. These Terms shall remain in full force and effect while You use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate Your use or participation at any time, for any reason, by following the instructions for

terminating user accounts in Your account settings, if available, or by contacting Us at [ross@elledgeinformatics.com](mailto:ross@elledgeinformatics.com).

- 9.2. Without limiting any other provision of these Terms We reserve the right to, in Our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms or of any applicable law or regulation.
- 9.3. If We determine, in Our sole discretion, that Your use of the Site/Services is in breach of these Terms or of any applicable law or regulation, We may terminate Your use or participation in the Site and the Services or delete any content or information that You posted at any time, without warning, in Our sole discretion.
- 9.4. If We terminate or suspend Your account for any reason set out in this Section 10, You are prohibited from registering and creating a new account under Your name, a fake or borrowed name, or the name of any third party, even if You may be acting on behalf of the third party. In addition to terminating or suspending Your account, We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **10. Cancellation And Refunds**

### **10.1. Cancellation by You under the Consumer Contracts Regulations**

- 10.1.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as amended) ('CCRs') will apply to these Terms. This normally gives You the right to cancel Your subscription within 14 days from the day You accept these Terms. If You download the App, You will be given immediate access to some of Our Services, and as is permitted within the CCRs, You expressly agree to waive Your right to the 14 day cancellation period. We will send an email to You confirming this.
- 10.1.2. If You do not give Your consent to receive immediate access to some of Our Services before the expiration date of the 14 days cancellation period, You need to wait until the cancellation period expires before You download the App. Downloading the App before the expiration date leads to losing Your right to the 14 day cancellation period.

### **10.2. Cancellation by You through Apple iTunes Store or Google Play store**

- 10.2.1. If You purchased Your subscription through Apple iTunes Store or the Google Play store, the following will apply.
- 10.2.2. You can cancel Your automatic renewal subscription at any time by selecting 'Manage App Subscriptions' in Your iTunes Account settings or by selecting 'Payments and subscriptions' in Your Google Account.



### 10.3. Cancellation by us

- 10.3.1. We may suspend or terminate Your use of the Services for any breach of Your obligations under these Terms. Such termination or suspension may be immediate and without notice.

## 11. The App

- 11.1. If You access the Services via an application, then We grant You a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by You, and to access and use it on such devices strictly in accordance with the terms of this license.

### 11.2. You will not:

- 11.2.1. reverse engineer, decompile or otherwise try to discover the source code of the software/application unless You have first written to Us requesting interoperability information and We have failed to provide You with that information or if We have failed to offer to provide You with interoperability information on reasonable conditions;
- 11.2.2. make any modification, adaptation, improvement, enhancement, translation or derivative work from the App;
- 11.2.3. breach any applicable laws, rules or regulations in connection with Your access or use of the application;
- 11.2.4. remove, alter or obscure any proprietary notice (including any notice of copyright or trade mark) posted by Us or the licensors of the App;
- 11.2.5. use the application for Site for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended;
- 11.2.6. make the App available over a network or other environment permitting access or use by multiple devices or users at the same time;
- 11.2.7. use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the App;
- 11.2.8. use the App to send automated queries to any website or to send any unsolicited commercial e-mail; or
- 11.2.9. use any proprietary information or any of Our interfaces or Our other intellectual property in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

- 11.3. The following terms apply when You use a mobile application obtained from either the Apple Store or Google Play (each an 'App Distributor') to access the Services:

- 11.3.1. the licence granted to You for Our mobile App is limited to a non-transferable licence to use it on a device that utilises the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules in the applicable App Distributor terms of service;

- 11.3.2. We are responsible for providing any maintenance and support services with respect to the App as specified in these Terms or as otherwise required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- 11.3.3. in the event of any failure of the App to conform to any applicable warranty, You may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the App;
- 11.3.4. You acknowledge and agree that the App Distributors are third party beneficiaries of these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third party beneficiary thereof.

## **12. General**

- 12.1. Visiting the Site, sending Us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and You agree that all agreements, notices, disclosures, and other communications We provide to You electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.
- 12.2. You agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by Us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.
- 12.3. These Terms and any policies or operating rules posted by Us on the Site or in respect to the Services constitute the entire agreement and understanding between You and Us.
- 12.4. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
- 12.5. We may assign any or all of Our rights and obligations to others at any time.
- 12.6. We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Our reasonable control.
- 12.7. If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from

these Terms and does not affect the validity and enforceability of any remaining provisions.

12.8. There is no joint venture, partnership, employment or agency relationship created between You and Us as a result of these Terms or use of the Site or Services.

12.9. Except as stated under the App section, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

12.10. In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact Us by email at [ross@elledgeinformatics.com](mailto:ross@elledgeinformatics.com) or by post to:

Elledge Informatics Limited  
Oakmoore Court Kingswood Road  
Hampton Lovett  
Droitwich  
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United Kingdom