

Terms & Conditions for use of Activ8rlives.com

I n d i v i d u a l s s i g n u p t o a n A c t i v 8 r l i v e s s e r v i c e , w e b o r
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Table of Contents

1	Statement of Rights and Responsibilities	3
2	Privacy	3
3	Sharing Your Content and Information.....	3
4	Safety	4
5	Registration and Account Security.....	5
6	Protecting Other People's Rights	5
7	Payments and Deals.....	6
8	About Advertisements and Other Commercial Content Served or Enhanced by Activ8rlives.com	6
9	Special Provisions Applicable to Pages	6
10	Amendments.....	7
11	Termination.....	7
12	Disputes	7
13	Special Provisions Applicable to Users Outside the United Kingdom.....	8
14	Definitions.....	8
15	Other	9
16	Document History	9

Please read all these terms and conditions.

Please read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on +44(0) 1480 352821 or email us: support@aseptika.com.

This agreement was written in English. To the extent any translated version of this agreement conflicts with the English version, the English version controls.

1 Statement of Rights and Responsibilities

Our products are designed to record and store data relating to the user's wellbeing. They require correct operation as per product user manual, to obtain accurate and consistent data, and using the product within scope of its Intended Use. Using it is no substitute for seeking professional medical advice and adopting a healthy lifestyle. If the user has any concerns about their health or questions about the data recorded by this product, the User should consult a doctor without delay.

Consequently:

- I. Aseptika Ltd shall be in no manner liable for any loss or injury arising out of or in connection with any use of the product or reliance on data derived from its use; and
- II. Our entire liability (whether in contract, tort, breach of statutory duty, negligence or otherwise) shall be limited to refunding the sales price of the product.

If you experience any serious incident that occurs in relation to Aseptika Ltd devices, please report this to Aseptika Limited (Activ8rlives) and the competent authority of the Member State in which you are based.

2 Privacy

Your privacy is very important to us.

We have designed our Privacy Policies to make important disclosures about how you can use Activ8rlives.com, your rights, how we collect information about you and where we can and cannot use your information. We encourage you to read these Privacy Policies, and to use these to help you make informed decisions. Activ8rlives.com is the property of Aseptika Ltd, a limited liability company registered in England.

3 Sharing Your Content and Information

You own all of the information you collect on Activ8rlives.com, and you can control how it is shared through your privacy and application settings.

In addition:

- I. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Activ8rlives.com (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
- II. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
- III. When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.
- IV. When you publish content or information using the Public setting, it means that you are allowing everyone, including people not an Activ8rlives.com, to access and use that information, and to associate it with you (i.e., your name and profile picture).
- V. We always appreciate your feedback or other suggestions about Activ8rlives.com, but we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

4 Safety

We do our best to keep Activ8rlives.com safe and secure, but we cannot guarantee it.

We need your help to do that, which includes the following commitments:

- I. You will not send or otherwise post unauthorized commercial communications (such as spam) on Activ8rlives.com;
- II. You will not collect users' content or information, or otherwise access Activ8rlives.com, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission;
- III. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Activ8rlives.com;
- IV. You will not upload viruses or other malicious code;
- V. You will not solicit login information or access an account belonging to someone else;
- VI. You will not bully, intimidate, or harass any user;
- VII. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;

- VIII. You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements);
- IX. You will not use Activ8rlives.com to do anything unlawful, misleading, malicious, or discriminatory;
- X. You will not do anything that could disable, overburden, or impair the proper working of Activ8rlives.com, such as a denial of service attack; and
- XI. You will not facilitate or encourage any violations of this Statement.

5 Registration and Account Security

Activ8rlives.com users provide their information which we keep securely, and we need your help to keep it that way.

Here are some commitments you make to us relating to registering and maintaining the security of your account:

- I. You will not provide any false personal information on Activ8rlives.com or create an account for anyone other than yourself without permission.
- II. You will not create more than one personal profile using multiple accounts.
- III. If we disable your account, you will not create another one without our permission.
- IV. You will not use your personal profile for your own commercial gain.
- V. You will not use Activ8rlives.com if you are under 13 unless with the permission of your legal guardian(s).
- VI. You will not use Activ8rlives.com if you are a convicted sex offender.
- VII. You will keep your information accurate and up-to-date.
- VIII. You will not share your password, let anyone else access your account, or do anything else that might jeopardise the security of your account.
- IX. You will not transfer your account (including any group you administer) to anyone without first getting our written permission.
- X. If you select a username for your account, we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

6 Protecting Other People's Rights

We respect other people's rights and expect you to do the same.

- I. You will not post content or take any action on Activ8rlives.com that infringes or violates someone else's rights or otherwise violates the law.
- II. We can remove any content or information you post on Activ8rlives.com if we believe that it violates this Statement.
- III. We will provide you with tools to help you protect your intellectual property rights.
- IV. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
- V. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
- VI. You will not use our copyrights or trademarks (including Activ8rlives™, Activ8rlives™, Activ8rlives.com™, Asthma+me™, Active+™, PUFFClicker™, BuddyBand2™, BuddyWOTCH™, the Activ8rlives.com logo), or any confusingly similar marks, without our written permission.
- VII. If you collect information from users, you will: obtain their consent, make it clear you (and not Activ8rlives.com) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
- VIII. You will not post anyone's identification documents or sensitive financial information on Activ8rlives.com

7 Payments and Deals

If you make a payment on Activ8rlives.com or use Activ8rlives.com, you agree to our Payments Terms and Condition of Sale.

8 About Advertisements and Other Commercial Content Served or Enhanced by Activ8rlives.com

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

- I. We do not give your content or information to advertisers without your consent.
- II. You understand that we may not always identify paid services and communications as such.

9 Special Provisions Applicable to Pages

If you create or administer a Group on Activ8rlives.com, you agree to our Pages Terms.

10 Amendments

We can change this Statement at any time. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.

11 Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Activ8rlives.com to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the provisions of this Terms and Conditions will still apply.

12 Disputes

- I. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Activ8rlives.com exclusively in a court in England and Wales. The laws of England and Wales govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in England and Wales for the purpose of litigating all such claims.
- II. If anyone brings a claim against us related to your actions, content or information on Activ8rlives.com, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
- III. We try to keep Activ8rlives.com available, up-to-date, bug-free, and safe, but you use it at your own risk. We are providing Activ8rlives.com as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that Activ8rlives.com will be safe or secure, but we need your help to achieve this in the responsible way in which you use our site(s) by logging out of your or your child's Activ8rlives accounts on public devices so that no one else can get access, keep your username and passwords safe and use a complex password.
- IV. Activ8rlives.com is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. We will not be liable to you for any lost profits or other consequential, special, indirect, or incidental damages arising out of or in connection with this statement or Activ8rlives.com, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of this statement or Activ8rlives.com will not exceed the greater of one hundred £ sterling (£100) or the amount you have paid us in the past twelve months. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to

you. In such cases, Activ8rlives.com's liability will be limited to the fullest extent permitted by applicable law.

13 Special Provisions Applicable to Users Outside the United Kingdom

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users living outside the United Kingdom:

- I. You consent to having your personal data transferred to and processed in the United Kingdom.

14 Definitions

- I. By Activ8rlives.com we mean the features and services we make available, including through:
 - (a) our website at www.activ8rlives.com and any other activ8rlives.com branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions);
 - (b) our Platform;
 - (c) social plugins and other similar offerings and
 - (d) other media, software (such as a toolbar), devices, or networks now existing or later developed.
- II. By Platform we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Activ8rlives.com or provide data to us.
- III. By information we mean facts and other information about you, including actions you take.
- IV. By content we mean anything you post on Activ8rlives.com that would not be included in the definition of information.
- V. By data we mean content and information that third parties can retrieve from Activ8rlives.com or provide to Activ8rlives.com through the Platform or Apps.
- VI. By post we mean post on Activ8rlives.com or otherwise make available to us (such as by using an application).
- VII. By use we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
- VIII. By active registered user we mean a user who has logged into Activ8rlives.com at least once in the previous 30 days.
- IX. By application we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

15 Other

- I. This Statement is an agreement between you and Aseptika Ltd. References to “Activ8rlives”, “us,” “we,” and “our” mean Aseptika Limited.
- II. This Statement makes up the entire agreement between the parties regarding Aseptika and supersedes any prior agreements.
- III. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
- IV. If we fail to enforce any of this Statement, it will not be considered a waiver.
- V. Any amendment to or waiver of this Statement must be made in writing and signed by us.
- VI. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
- VII. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- VIII. Nothing in this Statement shall prevent us from complying with the law.
- IX. This Statement does not confer any third-party beneficiary rights.
- X. You will comply with all applicable laws when using or accessing Activ8rlives.com

16 Document History

<i>Document History</i>				
Version	Date released for approval	Contributors Initials	Reviewers Initials	Changes from Previous Version
V1.0	28/01/2019	ETRA	KAA, JAA, CB	Annual review and part of CC2018-0187