MLP Ts and Cs

**Who we are and what this agreement does**

We, MoreLife (UK) Ltd of Churchwood Hall Leeds Beckett University, Headingley Campus, Leeds, England, LS6 3QJ, license you to use:

* My Life Plan application software, the data supplied with the software, and for the purpose of these Terms of Use this includes reference to the website we use to supply the Services and Documentation to you from time to time (App) and any updates or supplements to it.
* The related online documentation we supply to you either via the web/App or our website (Documentation).
* The service you connect to via the Web/App and the content we provide to you through it, (Service).

as permitted in these terms.

**Your privacy**

We only use any personal data we collect through your use of the App and the Services in the ways set out in our [privacy policy](https://www.more-life.co.uk/privacy-policy/).

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

**The Application Store's terms also apply**

The ways in which you can use the App and Documentation may also be controlled by the relevant mobile application store rules and policies which would have been presented to you at the time you downloaded the App, and those application store rules and policies will apply instead of these terms where there are differences between the two.

**User Expectations:**

When using the App we expect that you will make full use of the Services that are provided to you, and that you will:

1. Commit to see the Services through to the end;
2. Review the risks associated with the Services fully, in order to understand what you are signing up to;
3. Review and action push notifications and other nudges that we might send to you from time to time wherever applicable;
4. Provide accurate and truthful information at all times, especially as they relate to weight and height parameters;
5. Respond to reasonable questions and surveys we provide from time to time, including but not limited to where you complete the programme or where you fail to complete the programme;
6. We may also contact you to ask if you would be willing to participate in activities to review the service and provide feedback
7. Regularly log in to the App and keep information as up-to-date as possible;
8. Act at all times with dignity and respect and afford the same to other users of the Services and our staff and contractors who supply the Services to you;
9. Agree to download and use third party communications services where required to provide the best quality of services, including video calling via providers such as Zoom, Skype, MS Teams, Face Time and or mobile telephone, where we tell you in advance that this is required.

**User restrictions:**

Use of the App and associated Services is personal to you, and by downloading the App you agree, warrant and represent to us that:

1. You are between the ages of 18 and 80 years old;
2. You are resident in, and/or registered with a GP practice located in, England;
3. You have a Body Mass Index score of at least 30 (or at least 27.5 in people of black African-Caribbean and Asian origin);
4. That you will stop using the App and all other Services if your body Mass Index score falls below 20 at any time;
5. You have been medically diagnosed with either diabetes or hypertension by a registered medical professional;
6. **YOU MUST AND WILL NOT USE THE SERVICES OR THE APP IF:**
	1. You are considered to have severe/moderate frailty (as recorded on the Frailty register;
	2. You are pregnant at the time of registration, and if you become pregnant whilst using the App or any Services then you must notify both Morelife and your GP immediately upon becoming aware that you may be pregnant;
	3. You are suffering from or believe you may be suffering from an eating disorder;
	4. You are subject to any condition or malady designated as a significant unmanaged co-morbidity, or any similar factors;
	5. You have had bariatric surgery at any time during the immediately preceding two (2) years prior to registering for the Services.

If you become unwell at any time during your participation in the Services then you must inform your GP as soon as possible in order to determine whether or not you are fit to continue using the App and the Services.

**You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at team@more-life.co.uk.

**Support for the App and how to tell us about problems**

**Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at [https://mylifeplan.more-life.co.uk](https://mylifeplan.more-life.co.uk/).

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at team@more-life.co.uk

**How we will communicate with you.** If we have to contact you we will do so via the App, by email, by SMS, by phone or by pre-paid post, using the contact details you have provided to us.

**How you may use the App, including how many devices you may use it on**

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

* download or stream a copy of the App onto any number of electronic devices which are registered in your name and under your control, and you may view, use and display the App and the Service on such devices for your personal purposes only. You are not permitted to allow any other person to use the App or any of the Services, there is a limit of one person per registration.
* use any Documentation to support your permitted use of the App and the Service.
* provided you comply with the our terms generally, you may make a reasonable number of copies of the Documentation for back-up purposes; and
* receive and use any free supplementary software code or update of the App and other elements of the Services incorporating "patches" and corrections of errors as we may provide to you from time to time.

**You must be between the ages of 18 and 80 to accept these terms and use the app**

You must be at least 18 years old and less than 80 years old in order to accept these terms and use the App.

**You may not transfer the App to someone else**

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

**Changes to these terms**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or as required of us from time to time by the National Health Service or specific Clinical Commissioning Groups we take instructions from time to time.

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

If you do not accept the notified changes you may continue to use the App and the Service in accordance with the existing terms but certain new features may not be available to you and/or in some instances you will not be permitted to continue to use the App and the Service.

**Update to the App and changes to the Service**

From time to time we may automatically update the App 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 App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

We may withdraw either the App or any part or the whole of the Services at any time with or without notice to you, where we are required to do so.

**If someone else owns the phone or device you are using**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device and you must ensure that only one individual makes use of the App.

**We may collect technical data about your device**

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you and to provide reporting to heath authorities with a public interest in processing that information.

We are not responsible for other websites you link to The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

**Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our applicable policies and rules, including this agreement.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site in a public fashion or setting will be considered non-personal, non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in Rights you are giving us to use material you upload as set out below.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our applicable policies, rules and content standards, including the terms of this agreement.

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

**Rights you are giving us to use material you upload**

When you upload or post content to our site, you grant us the following rights to use that content:

* a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the App or the Service forever;
* a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of the App, forever.

**Licence restrictions**

You agree that you will:

* except in the course of permitted sharing not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
* not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of taking reasonable back-ups;
* not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
* not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
	+ is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
	+ is not used to create any software that is substantially similar in its expression to the App;
	+ is kept secure; and
	+ is used only for the Permitted Objective;
	+ comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

**Acceptable use restrictions**

You must:

* not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
* not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service[, including by the submission of any material] (to the extent that such use is not licensed by these terms);
* not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
* not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
* not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

**Intellectual property rights**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed on a term basis (and are not sold or licensed on any sort of perpetual or ongoing basis) to you for a limited duration only. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

**Our responsibility for loss or damage suffered by you**

**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, 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.

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

**Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements or medical conditions where applicable. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements and ensure that where you have any medical condition that you first discuss with your GP the suitability and any associated risks in using the Services.**

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

**We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we may give you a reasonable opportunity to do so. The services are provided at the request of health authorities based in England and as such they may be withdrawn upon little or no notice to you for any reason.

If we end your rights to use the App and Services:

* You must stop all activities authorised by these terms, including your use of the App and any Services.
* You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
* We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

**We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

**No rights for third parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**Which laws apply to this contract and where you may bring legal proceedings**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**Alternative dispute resolution**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you can submit a complaint to our complaints handler.