

End User Licence Agreement

This end-user licence agreement (**EULA**) is a legal agreement between you and the SCARED SO WHAT LTD, and C.I.C., Room 73, Wrest Park, Silsoe, Bedfordshire, MK45 4HR, United Kingdom, Company number: 13896919 (**Licensor, us or we**) for the use of *Scared So What Pro*, mobile App software, the data supplied with the software and the associated media (the **App**).

We license the use of the App to you on the basis of this EULA and subject to any rules or policies (**Appstore Rules**) applied by any Appstore provider or operator from whose site (the **Appstore**) you engage.

By clicking on the accept button and registering for an account in the App you agree to the terms of the EULA which will bind you.

If you do not agree to the terms of this licence, we will not license the App to you, and you must stop using the App by clicking on the "Cancel" button below. In this case the sign up process will terminate.

1. Disclaimer

Any service or information provided on this App by us is done so on an "AS IS" and an "AS AVAILABLE" basis and we expressly disclaim and exclude all warranties, conditions, representations and terms, whether express or implied by statute, common law or otherwise, with respect to this App or the information, content, materials, goods or services included in this App including, as to the accuracy or completeness of the App, as to whether it is up to date and as to the condition of any information or services displayed or provided.

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

We reserve the right, at our sole discretion, to amend or withdraw any information or services offered on this App.

You agree that you use the App at your own risk. The App may involve use outside and near water and you should always take care when using the App and be aware of your surroundings.

We exclude all liability for any claim, loss, demands or damages of any kind whatsoever (whether such claims, loss, demands or damages were foreseeable, known or otherwise) arising out of or in connection with the use of this App or the information, content or materials included on this App, including indirect or consequential loss or damage; loss of actual or anticipated profits (including loss of profits on contracts); loss of revenue; loss of business; loss of opportunity; loss of anticipated savings; loss of goodwill; loss of reputation; loss of damage to or corruption of data; loss of use of money or otherwise, and whether or not advised of the possibility of such claim, loss, demand or damages and whether arising in tort (including negligence), contract or otherwise.

Nothing in this EULA excludes or limits our liability for: (a) death or personal injury caused by our negligence (or that of our employees, agents or directors); or (b) any act of fraud by us; or (c) any liability which may not be limited or excluded by law.

The Appstore provider has no liability whatsoever to you under this EULA.

The use of this App is governed by English law and you and we irrevocably submit to the exclusive jurisdiction of the English courts.

2. Acknowledgements

1. The terms of this EULA apply to the App or any of the services accessible through the App, including any updates or supplements to the App, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App, the terms of an open-source licence may override some of the terms of this EULA.

2. We may change these terms at any time by notifying you of a change when you next start the App. The new terms may be displayed on-screen, and you may be required to read and accept them to continue your use of the App.
3. From time-to-time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.
4. You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you (**Devices**), to download a copy of the App onto the Devices. You require internet access to use the App and you and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App on or in relation to any Device, whether or not it is owned by you.
5. The App may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content. We are not liable for any offensive, indecent, or objectionable content contained on a Third-party Site. You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them. We shall have no liability to you for content that may be found to be offensive.
6. Location data provided by the App is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither we, nor any of our content providers, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the App.
7. Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

3. What You Can Do With The App

1. In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the App on the Devices, subject to these terms, and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

4. What You Cannot Do With The App

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, sell, redistribute, loan, translate, merge, adapt, vary or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not distribute or make the App available over a network where it could be used by multiple devices at the same time;

(e) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by law) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the App with another software program;

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software that is substantially similar to the App

(f) to keep all copies of the App secure;

(g) to include our copyright notice on all entire and partial copies you make of the App on any medium;

(h) not to provide or otherwise make available the App in whole or in part (including object and source code); and

(i) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App (the **App Technology**),

together the **Licence Restrictions**. If you breach any of the Licence Restrictions, you may be subject to prosecution and damages.

5. What Is Acceptable Use Of The App

You must:

(a) only use the App for personal purposes;

(b) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system;

(c) not infringe our intellectual property rights or those of any third party in relation to your use of the App, including the submission of any material (to the extent that such use is not licensed by this EULA);

(d) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;

(e) not use the App or any subsystem in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

(f) ensure that any submission made by you to the App should be accurate and complete;

(g) grant us an unlimited and perpetual licence to use, in any way, any submission made by you in connection with the App; and

(h) not collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App.

6. Intellectual Property Rights

1. You acknowledge that all intellectual property rights in the App anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the App Technology other than the right to use each of them in accordance with the terms of this EULA.
2. You acknowledge that you have no right to have access to the App in source-code form.

7. Privacy

1. By using the App, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
2. You agree that we may collect and use technical data and related information, including but not limited to technical information about your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the App. We may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.
3. The App may make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these services, you consent to us and our affiliates' and licensees' transmission, collection, maintenance, processing and use of your location data and queries to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services settings on your Device.
4. We may ask you for your contact details which will only be used for the specific purpose which we tell you about when you provide these details. You can get in touch with us and ask that we delete your contact details at any time, however that may result in discontinuing your profile..
5. For the purpose of the Data Protection Act 1998, the data controller is 2VizCon UK Ltd (Registration number 11742921).
6. Your employer or organization that has licensed this app for your use will encourage you to use your organizations email address to sign up and register for the app. This is to ensure that everyone has access and can receive internal communication from your organization in support of using the app.

7. Your employer or organization will have visibility to the headers regarding the type of change that you have selected including tick boxes that you check and the write in section where you can put Other type of change situation. This is the only area they will be able to see in an anonymous fashion that prevents them from knowing your identity. This is so the organization understands what types of changes are affecting members and can act accordingly to support.
8. Your employer or organization will not see any quiz results nor will they see any information typed into the SO WHAT section of the application. All activity beyond the initial change descriptor is not visible to the organization.
9. You may receive an email directly from SCARED SO WHAT Ltd periodically for tips support on personal change management. This is change marketing support and is optional. You can unsubscribe or opt out at any time.

8. Termination

1. The license to use this App in accordance with this EULA is effective until terminated by you or us. We may terminate this licence at any time. Your rights under this license will terminate automatically without notice from us if you fail to comply with any term(s) of this license.
2. Upon termination of the license, you shall cease all use of the App, and destroy all copies, full or partial, of the App.

9. How To Get In Touch With Us

1. If you have any comments or complaints and wish to contact us in writing, you can send this to us by e-mail to info@scaredsowhat.com or by submitting feedback at www.scaredsowhat.com. We will confirm receipt of this by contacting you in writing, normally by e-mail, so please provide contact details for this purpose when you get in touch.

10. Other Important Terms

1. We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA. You may not transfer your rights or obligations under this EULA to another person.
2. If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
3. Each of the clauses of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
4. You may not use or otherwise export or re-export the App except as authorised by the laws of the jurisdiction in which the App was obtained and United States and United Kingdom law. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. or U.K. embargoed countries or (b) to anyone on the U.S. or U.K. Treasury Department's list of Specially Designated Nationals or the U.S. or U.K. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States or United Kingdom law.
5. The Appstore provider may enforce the provisions of this EULA against you as a third party beneficiary.

6. The App and its contents are not intended nor present to be used as any form of medical or social-psychological advice in order to treat a medical or psychological or mental condition. The contents are designed and intended to be an aid in supporting critical reflection within a framework to provoke intentional thought for the individual participating and interacting within the App and in support of self and others.