



TERMS AND CONDITIONS FOR THE SCREW CANCER APP

By using this Screw Cancer App (**‘the App’**) you agree to the following Terms and Conditions, which include provisions about purpose of the App, the importance of you taking your own advice which the App seeks to facilitate and limitations of liability. As provided for below, these terms and conditions may be updated on the Screw Cancer website (<https://screwcancercharity.com>).

These terms and conditions are short, so please do read them carefully.

In this document, ‘Screw Cancer’ means Screw Cancer Limited, a registered charity with the Charity Commission of England and Wales number 1167706.

1. INTRODUCTION

The purpose of the App is to help you store relevant information in a convenient way and to provide you with background information about which you may wish to take advice, when discussing your own situation with your clinicians and medical advisers.

By providing that information in that way, the App aims to facilitate you taking the advice you need, when you need it.

The purpose of the App is not to provide advice for you to rely on, merely to provide links and information about which you may wish to take advice, as above.

Use of the App will be in accordance with the terms and conditions, as in force from time to time, published on the Screw Cancer website, at www.screwcancercharity.com.

Any changes to those terms will be published on the Screw Cancer website but may not be updated on the App, so please refer to the website for the applicable up to date terms.

2. PERSONAL DATA

Screw Cancer Limited will not have access to any data that you input into the Screw Cancer App, merely by your using the App.

Any data you do choose voluntarily to send or submit to Screw Cancer will be processed in accordance with the Screw Cancer Privacy Policy, on the basis that you have consented to its use in accordance with that Privacy Policy by providing it to Screw Cancer.

Information which you input (or which has been inputted for you by others) onto the App is your information and Screw Cancer is not responsible for that information, its accuracy or completeness.

To the fullest extent legally permitted, Screw Cancer is not responsible for any loss or damage occurring in relation to any data or information you (or others on your behalf) input into the App and/or which you may choose to share with your treating clinicians, medical advisers or other third parties.

3. DISCLAIMER

As a small charity, Screw Cancer has sought to provide generally helpful information in the Help and Support sections found in the App.

However, that information is necessarily general and your particular situation may be different. That is why, the purpose of the App is to provide such information, so that you can take advice about whether (and how) it may apply to you.

The App is therefore not intended to constitute advice you should rely upon for a specific medical diagnosis or treatment or to replace you taking advice from a qualified medical practitioner. Indeed, as repeated above, the purpose of the App is to facilitate you taking such advice.

Links to third party websites are provided for your convenience only.

Electronic devices do not always work as hoped. Very large companies develop apps with large commercial budgets and still have to update them to remedy bugs and errors. Against that background, Screw Cancer very much hopes that you will find the App useful and that it will work as you would wish it to.

However, in so far as it is permissible by law, Screw Cancer does not take responsibility for any loss or damage resulting from the non-availability, failure of the App to work as anticipated or your use or misuse of the App and shall not be liable for the same on any basis.

4. GENERAL

Screw Cancer reserves the right to amend these Terms and Conditions at any time, by publishing them on the Screw Cancer website. They will become effective when published on the website.

5. INTELLECTUAL PROPERTY

Copyright of the app and its content is owned by Screw Cancer Limited. Unauthorised use including reproduction, storage, modification, distribution or republication without the prior written consent of Screw Cancer Limited or, where applicable, the respective copyright owner(s) is prohibited.

The names and logos of Screw Cancer and all related product and service names, designs, marks and slogans are the trade names, service marks or trade marks of Screw Cancer and may not be used without the prior consent of Screw Cancer.

6. EXCLUSIVE JURISDICTION

These terms and conditions and the use by the use of the Screw Cancer App shall be governed by the laws of England and Wales.

The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales in all disputes arising out of or relating to the App or these terms and conditions, except that:

- if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland; and
- if you are resident of Scotland, you may also bring proceedings in Scotland.

Both you and Screw Cancer agree to seek to resolve any difference or dispute arising out of or relating to the App or these terms and conditions by mediation, prior to commencing any legal action (save for the purpose of applying for any interim relief).