

TRUMONITOR - END USER LICENCE AGREEMENT, PRIVACY AND COOKIE POLICY

PLEASE READ CAREFULLY BEFORE USING THE APP

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and Trucorp Limited (company number NI042894) whose registered office is at Marlborough House, 30 Victoria Street, Belfast, County Antrim, BT1 3GG (**Licensor, us** or **we**) for our mobile software application, "TruMonitor"® (the **App**), and any documents provided by us in connection with the App (the **Documents**).

This EULA is supplemental to the commercial licence agreement (**Commercial Licence**) entered into between us and the person by whom you have been authorised to use the App and the Documents (**Commercial Licensee**). Your use of the App and Documents shall be subject always to the terms of this EULA, and to the terms of the Commercial Licence, including your being, at all relevant times, a validly "Authorised User" within the meaning of the Commercial Licence. We do not sell the App or Documents to you. We remain the owners of the App and Documents at all times.

This version one of this EULA, and the associated Privacy Policy (defined below), was most recently updated on 29 March 2018.

IMPORTANT NOTICE:

- **ACCEPTANCE OF THIS EULA:** By clicking on the "Accept" button you agree to the terms of this EULA which will bind you. The terms of this EULA include, in particular, the privacy and cookie policy set out in the Appendix and the limitations on liability in condition 6. If you do not agree to the terms of this licence, we will not license the App and Documents to you and you must not click "Accept" or proceed to use the App.
- **CHARGES FOR USE OF THE APP:** You will **not be charged** for accessing or using the App or the Documents. However, your access to and use of the App and the Documents will be subject always to that access and use taking place in accordance with the terms and conditions of the Commercial Licence, including the payment of any fees by the Commercial Licensee. We reserve the right to suspend your licence and access to the App and Documents at any time should the Commercial Licensee fail to comply with any provision of the Commercial Licence.
- **OPERATING SYSTEM REQUIREMENTS:** To access and use the App you will require a modern mobile device capable of running applications and internet access.

You should print a copy of this EULA for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the App and the Documents, and any of the services accessible through the App (**Services**), including any updates or supplements to the App or any Service. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.2 We may change these terms at any time by notifying you of a change when you next start to use the App. The version of this EULA then in force will apply, and may be displayed on-screen and you may be required to read and accept it to continue your use of the Services.
- 1.3 You will be assumed to have obtained permission from the owners of any mobile or handheld devices on which the App may be used (**Devices**), if not you, to download a copy of the App onto the Devices. You and they may be charged by you 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 or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.4 The terms of our privacy policy from time to time, available in the Appendix below (**Privacy Policy**), are incorporated into this EULA by reference and apply to any of your data which we may process as part of your use of the App and Services. Additionally, by using the App or any Service, 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 or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.5 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 1.6 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.

2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a revocable, non-transferable, non-sub-licensable and non-exclusive licence to use the App, subject to these terms, the terms of the Commercial Licence and the terms of the Privacy Policy for the relevant duration of the Commercial Licence. We reserve all other rights.
- 2.2 You may:

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- (a) access and use the App to make use of its functionality (including that contemplated within the Documents) for training and simulation purposes only for the benefit of the Commercial Licensee only; and
- (b) access and use the Documents for the benefit of the Commercial Licensee and otherwise for purposes of using the App in accordance with condition 2.2(a) only.

3. LICENCE RESTRICTIONS

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

- (a) not to copy the App or Documents, 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, loan, translate, merge, adapt, vary or modify the App or Documents;
- (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, without our prior written consent;
- (d) 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 virtue of section 296A of the Copyright, Designs and Patents Act 1988) 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, or has a substantially similar expression to, the App;
- (e) not to provide or otherwise make available the App in whole or in part in any form to any person without prior written consent from us; and
- (f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by any Service (**Technology**),

together **Licence Restrictions**.

4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA or the Commercial Licence, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (b) not use the App or the Documents where you cease to be an "Authorised User" for the purposes of the Commercial Licence;
- (c) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, 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 or any Service;
- (e) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security (or those of our third-party suppliers or licensors) or interfere with other users; and
- (f) 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.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App, the Documents and the Technology 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, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

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6. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 6.1** You acknowledge that the App is only intended to permit you and other “Authorised Users” of the Commercial Licensee to use the Services for their functionally contemplated purposes on a simulation and training basis only, that it has not been developed to meet your or the Commercial Licensee’s individual requirements and is not intended to be deployed or used in any clinical or medical capacity. Therefore you acknowledge and agree that it is your, and the Commercial Licensee’s responsibility, to ensure that the App meets the Commercial Licensee’s requirements.
- 6.2** You agree to indemnify and hold us harmless from and against any claim arising in respect of your use of the App, however arising, save where such claim arises as a direct result of our breach of the terms of this EULA.
- 6.3** We only supply the App and Documents to the Commercial Licensee, for your and any other “Authorised Users” use, and you agree not to use the App and Documents for any resale purposes. To the extent permitted by law, we shall have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, loss of data or any special, indirect or consequential loss howsoever arising.
- 6.4** We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 6.5, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 6.5** Our maximum aggregate liability under or in connection with this EULA (including in respect of your use of the App or any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to amounts actually paid by the Commercial Licensee to us under the Commercial Licence in the 12 month period immediately preceding the date of the relevant claim.
- 6.6** Nothing in this EULA shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability that cannot be excluded or limited by Northern Irish law.

7. TERMINATION

- 7.1** We may terminate this EULA immediately by written notice to you:
- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
 - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 7.2** This EULA shall terminate automatically upon the termination or expiry of the Commercial Licence for any reason.
- 7.3** On termination or expiry of this EULA for any reason:
- (a) all rights granted to you under this EULA shall cease; and
 - (b) you must immediately cease all activities authorised by this EULA, including your use of any Services.

8. COMMUNICATION BETWEEN US

- 8.1** If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to Trucorp Limited at The Mount Business Park, 2 Woodstock Link, Belfast BT6 8DD and info@trucorp.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the App.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 9.2** If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

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- (a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

10. OTHER IMPORTANT TERMS

- 10.1** 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.
- 10.2** You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 10.3** 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.
- 10.4** Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.5** Please note that this EULA, its subject matter and its formation, are governed by Northern Irish law. You and we both agree that the courts of Northern Ireland will have non-exclusive jurisdiction.

This agreement has been entered into on the date you click "Accept" to signify that you have read and accept this EULA, and that you agree to be bound by its terms with respect to your use of the App, Services and the Documents.

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APPENDIX – PRIVACY AND COOKIE POLICY

We are committed to protecting and respecting your privacy and this policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us, as well as outlining the cookies that we will use when you access our websites (**Privacy Policy**). Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

SCOPE OF POLICY

This policy (together with our end-user licence agreement set out above (**EULA**)) applies to your use of the App and the Documents, any of the Services, and your visits to the websites at which we may host any of the Services, App or Documents (**Our Sites**). Unless otherwise defined in this Privacy Policy, the terms used herein will have the meaning given to them in the EULA.

For the purpose of the any relevant data protection legislation, including the General Data Protection Regulation 2016 (**GDPR**), the data controller in respect of any personal data we collect from you through your use of the App, the Services or otherwise shall be Trucorp Limited (company number NI042894) (registered office address Marlborough House, 30 Victoria Street, Belfast, County Antrim, BT1 3GG). Our registration number for the purposes of notification with the Information Commissioner's Office is **ZA201554**.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- **Submitted Information:** information that you provide by filling in forms or uploading data when using or interacting with the App and the Services. This includes information provided at the time of registering to use the App or any of the Services, subscribing to any of the Services (including), posting material, or requesting further Services, including, without limitation, your name, email address, username and password, company details and comments about the App or Services you may submit to us. We may also ask you for information when and if you report a problem with the App or the Services.
- **Additional Information:**
 - If you contact us, we may keep a record of that correspondence;
 - You may from time to time be asked to complete surveys as part of your use of the App and the Services; and
 - Details of your use of our App including, but not limited to communication data and the resources that you access.
- **Technical Information:** Each time you use our App we may automatically collect the following information:
 - technical information, including the type of computer or device you use, a unique device identifier (for example, your Device's mobile number or IMEI number), mobile network information, your operating system, the type of browser you use and time zone setting;
 - details of your use of our App including, but not limited to, location data, internet protocol (IP) addresses, internet service provider (ISP), clickstream data, browser type and language, viewed and exit pages and date or time stamps weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.
- **Location Information.** We may also use GPS technology to determine your current location. Some of our location-enabled Services require your personal data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You can withdraw your consent at any time by disabling the location setting on your App, or deleting the App from your Device.
- **Third Party Information:** We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

COOKIES

Our Services or web pages may use cookie files which are stored on the hard drive of your Device to allow us to distinguish you from other users of our Services and obtain information about your general internet usage. This helps us to provide you with an optimal experience when use our Sites and also allows us to improve them. By accessing our Sites, and using our App or Services, you are agreeing to our use of cookies.

We use the following cookies:

- **Strictly Necessary Cookies:** These are cookies that are required for the operation of Our Sites. They include, for example, cookies that enable you to log into secure areas of Our Sites.
- **Analytical/Performance Cookies:** They allow us to recognise and count the number of visitors and to see how visitors move around Our Sites when they are using it. This helps us to improve the way Our Sites works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality Cookies.** These are used to recognise you when you return to Our Sites. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting Cookies.** These cookies record your visit to Our Sites, the pages you have visited and the links you have followed. We will use this information to make Our Sites more relevant to your interests.

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You can find more information about the individual cookies we use and the purposes for which we use them by emailing info@trucorp.com.

Any third party cookies we use will be governed by their own terms and privacy policies, so you should read these before giving your consent to enable these third party cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our App.

WHERE WE STORE YOUR INFORMATION

We recognise that the European Economic Area (**EEA**) has established strict protections regarding the handling of Personal Data, including requirements to provide adequate protection for Personal Data transferred outside of the EEA. On that basis, where we transfer your personal data outside of EEA, we will only do so with organisations which have elected to self-certify to the EU-US Privacy Shield Framework administered by the US Department of Commerce (**Privacy Shield**).

Such organisations used by us purport to adhere to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement, and Liability, and are subject to the investigatory and enforcement authority of the US Federal Trade Commission or other relevant regulatory bodies.

For more information about the Privacy Shield, see the US Department of Commerce's Privacy Shield website located at: <https://www.privacyshield.gov>. **We currently store personal data in the "Firebase" servers maintained by Google PLC, using them as a hosting services provider only.** To review their representation on the Privacy Shield list, see the US Department of Commerce's Privacy Shield self-certification list, which is available online. Google's privacy policy is available at: <https://www.google.com/policies/privacy/frameworks/>.

Direct access to the data will only be given to our third-party hosting provider and shall also be locked down to an internal internet protocol accessible only from within the network of our third-party hosting provider. The data is, as at the date of this policy, encrypted with 256-bit encryption (AES-256).

Where required by the Privacy Shield, we enter into written agreements with those third-party agents and service providers requiring them to provide the same level of protection the Privacy Shield requires and limiting their use of the data to the specified services provided on our behalf.

We take reasonable and appropriate steps to ensure that third-party agents and service providers process Personal Data in accordance with our Privacy Shield obligations and to stop and remediate any unauthorized processing, and ensure that they maintain reasonable and appropriate security measures to protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration, or destruction in accordance with the Privacy Shield. Under certain circumstances, we may remain liable for the acts of our third-party agents or service providers who perform services on our behalf for their handling of Personal Data that we transfer to them.

Under certain circumstances, our third-party partners outside of the EEA may be required to disclose your Personal Data in response to valid requests by public authorities, including to meet national security or law enforcement requirements.

By submitting your personal data, you agree to the above transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password that enables you to access the App, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of the data transmitted when using the Services or the App. Any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

We may collect and store personal data on your Device using application data caches and browser web storage (including HTML 5) and other technology.

We will store the data you provide for as long as you have an active account on our App. After you have deleted your account we will hold your data for no longer than three months. If you have not used the App in some time, we may contact you to determine whether you still wish us to hold your data or if you would like to delete your account.

USES MADE OF YOUR INFORMATION

We use information held about you for the purposes of system administration to improve our App and to maintain usage. We may associate Device Information with Submitted Information and will treat the combined information as personal data in accordance with this policy for as long as it is combined. We may also use the details you have provided from time to time to contact you in relation to the Services or App we provide, unless you have opted out of being contacted for such purposes.

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DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If TruCorp Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request.
- In order to enforce or apply the EULA, the Commercial Licence, and any other relevant agreements or to investigate potential breaches or protect our rights, property or safety or that of our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

We will not disclose your personal information to non-connected third-party organisations for advertising or marketing purposes.

ACCESS TO INFORMATION AND COMPLAINTS REGARDING THIS POLICY

GDPR and other data protection legislation gives you the right to, among other things:

- 1) request access to, deletion of or correction of, your data;
- 2) request their personal data be transferred to another person; and
- 3) complain to a supervisory authority.

Your rights under (1) and (2) above can be exercised by emailing us at info@trucorp.com. Any access request will be subject to applicable legislation, and if it is "manifestly unfounded or excessive" we may either charge a "reasonable" fee, taking into account our administrative costs, or may refuse to act on the request altogether.

You also have the right to ensure that we hold correct and up to date information. If you believe that any information we hold about you is incorrect or out of date, or otherwise have any complaints about how we have treated and processed your information please contact us by emailing us using the above email address.

We may need to ask you for further information and identification to help us to comply with this request.

If you have a complaint about how we have processed or dealt with your data that we have been unable to resolve, you can contact the Information Commissioner's Office, the body responsible for enforcing data protection law within the UK, for further advice and assistance. Their website is available at <https://ico.org.uk/>.

Separately, you may have the option to select binding arbitration for the resolution of your complaints relating to the processing of personal data by our partners outside the EEA pursuant to the Privacy Shield under certain circumstances, provided you have taken the following steps: (1) raised your complaint directly with our and provided us the opportunity to resolve the issue; (2) made use of the independent dispute resolution mechanism identified above; and (3) raised the issue through the relevant data protection authority and allowed the US Department of Commerce an opportunity to resolve the complaint at no cost to you. For more information on binding arbitration, see US Department of Commerce's Privacy Shield Framework: Annex I (Binding Arbitration).

CHANGES TO PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page without further recourse or notice to you and, where appropriate or legally necessary, notified to you by e-mail or in-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 or the Services.

CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@trucorp.com.