

## **RVIVE App terms of use**

Information:

### **1. Introduction**

**1.1.** We (RVIVE) have developed the RVIVE App so that you can access certain RVIVE services through a mobile app on your phone or tablet. We have also made the same services available via the logged in area of the RVIVE website, which you can access using a web browser. These terms of use cover both channels. Your use of the RVIVE website other than for these services will continue to be covered by the RVIVE website terms and conditions, RVIVE website privacy policy and RVIVE website cookies policy.

**1.2.** The RVIVE App enables you to access various health and wellbeing services. These services are either classed as:

- "Core Services" because the RVIVE App has a direct role in the delivery of the service; or
- "Platform Services" because logging in to the RVIVE App lets you access the service, but the service itself is provided separately.

Further details are in section 6 below.

**1.3.** You may also be able to access these services without using the RVIVE App and nothing in these terms will affect such access.

**1.4. Contacting us.** To find out more about who we are and our role, visit our organisational website. If you want to learn more about the RVIVE App, you think there are any faults within the RVIVE App (whether the mobile app or the logged in area of the RVIVE website) or you wish to contact us for any other reason, please visit our help and support page, where you can see FAQs and find out how to contact us.

### **1.5. How we will communicate with you**

If we need to contact you specifically we will do so by email, SMS or telephone call using the contact details you have provided.

Depending on your subscription, you may also be able to send or receive messages in the RVIVE App.

See further details in section 6.

## **2. When these terms apply**

**2.1.** Please read these terms and conditions and our privacy policy, cookies policy and any other separate terms of use, privacy policies or cookies policies that apply to Platform Services accessed via the RVIVE App before logging in. By registering for and continuing to use the RVIVE App, you agree to be bound by these terms.

**2.2.** We may, at any time and in our sole discretion, amend these terms for any reason. The latest version of our terms will be accessible through the RVIVE App, and we will inform you via the RVIVE App and request your continued agreement if we make any significant changes to these terms.

## **3. How to register to use the RVIVE App**

**3.1.** To use the RVIVE App you must purchase a subscription.

**3.2.** You can access the RVIVE App from outside of the UK however a subscription purchased in the cannot guarantee you access to the RVIVE App features or that the App will function correctly

- you are responsible for complying with any local laws that apply to you in the country from which you are using the RVIVE App

**3.3.** You must create and maintain an account using the RVIVE login. A minimum of mid-level identity verification is required to access the RVIVE App and high-level identity verification is needed to access most services. We will provide updates on security levels as they change and details on how to prove who you are to get full access to the RVIVE App.

**3.4.** In order to use the RVIVE App you must be aged 16 years or older. If you have any questions your healthcare providers who may also apply additional age limits to access certain services.

**3.5.** The RVIVE App is not a medical device and so is not regulated by the Medicines and Health Regulatory Agency (MHRA). Certain Core Services or Platform Services may be medical devices, and this will be made clear to you when you access the relevant service.

#### **4. Accessing the RVIVE App**

**4.1.** You are responsible for making all arrangements necessary for you to access the RVIVE App, including but not limited to:

- a secure internet connection (see Cyber Aware website)
- an appropriate device, operating system and browser that meet our minimum requirements found on our help page.
- if you want the mobile app, downloading it from either Google Play or Apple's App Store (subject to their terms and conditions).
- using your own virus protection software (and regularly updating it).

**4.2.** Your RVIVE App is only intended to be used by you. If you permit any other person to use your account, you:

- do so entirely at your own risk
- must not share your user identification code or password with such persons
- are responsible for their access and use of the RVIVE App as if it were your access and use
- must make sure such persons are aware of these terms and comply with them.

**4.3.** If you know or suspect that anyone other than you knows your user identification code or password to your RVIVE login account, you must promptly reset your password to something only you know. See our help page on how to reset your password in this event.

**4.4.** You may use passwordless authentication (such as fingerprint or facial recognition) to access the RVIVE App if your device and subscription supports it. Passwordless authentication is voluntary and is based on technology in your device. We do not have access to or control over the biometric data stored on your device. You must ensure that only your own fingerprint, facial data or other biometric data are stored on your device. We have the right, at any time without a separate notification, to block the use of passwordless authentication on any or all devices used to access the RVIVE App.

#### **5. Updates to the RVIVE App**

**5.1.** From time to time we may automatically update the RVIVE App or ask you to update it if you have the mobile app, to improve performance, enhance functionality, reflect changes to the operating system, or address security issues.

**5.2.** If updates are not installed you may not be able to use the RVIVE App or you may find that its functionality and/or performance is impaired.

#### **6. Details about the Services**

**6.1.** The following services may be available to you through the RVIVE App. Not all services and features are available to all users. This depends on where you live and other factors.

##### **Core Services (RVIVE App has a direct role in the delivery of the service)**

Please see the privacy policy and further information (where detailed) for more details of these services and how they use your data.

<b>Names of core services with functionality, RVIVE login level and further information</b>			
<b>Service</b>	<b>Functionality</b>	<b>RVIVE login level</b>	<b>For further information, see:</b>

RVIVE App Messaging Service	Receive updates relating to the RVIVE App and services available within it, Enables you to receive notifications if you are an RVIVE App user.	Mid/high	Help and support with messaging in the RVIVE App  RVIVE App privacy policy for messaging services
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**Platform Services (RVIVE App allows you to access the service, but the service is provided outside the RVIVE App)**

Please see the terms and conditions and privacy policies listed for more details of how these services work, terms applicable to your use and how these services use your data.

<b>Names of platform services with functionality, RVIVE login level and further information</b>			
<b>Service (and Service Provider)</b>	<b>Functionality</b>	<b>RVIVE login level</b>	<b>Terms and conditions and privacy policy</b>
Revive GP Services	Register with a GP	High	RVIVE GP Registration privacy policy  RVIVE GP Registration terms and conditions
Online consultation services	Use online forms to ask questions, make administrative requests, report symptoms and request advice, and receive responses.	High	See more information in the RVIVE App privacy policy for online consultation services  See more information in the RVIVE App privacy policy for messaging services

<p>RVIVE App Messaging Service (local service)</p>	<p>Connected providers, like the Rvive GP surgery, can use this service to send you messages specific to you or your healthcare.</p> <p>When needed, some healthcare providers can enable you to send replies to messages through the RVIVE App.</p> <p>Enables you to receive notifications if you are an RVIVE App user.</p>		<p>Depends on the service chosen by your GP.</p> <p>See more information in the RVIVE App privacy policy for messaging services</p>
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### Using the services

**6.2.** You must not rely on the RVIVE App as the sole means by which you (or those for whom you have any proxy access arrangements) continue to receive care from your doctor or other healthcare professional.

**6.3.** If you download, print or export any of your health or RVIVE record data, you are responsible for ensuring that such data is held securely, and we will not be liable for any associated disclosure of sensitive and personal data.

**6.4.** In order for you to receive the intended benefits of the RVIVE App and services accessed, you must ensure that all data provided by you is complete and accurate.

**6.5.** Your personal records are created and kept up-to-date by you. You are responsible for the information you provide, its accuracy and for it to be kept up to date in order to use the App, for example.-, measurements and allergies etc, We do not hold or have access to your medical records, and are unable to add to or modify them.

**6.6.** If you are sharing information on your RVIVE App with a healthcare professional, you should make them aware that the information of the program to which you are following.

**6.7.** The RVIVE App and services within it:

- are not a substitute for seeking medical advice. Always follow any medical advice given by your healthcare professionals
- are provided for information purposes including, to assist you in your wellbeing goals only.
- do not provide medical or clinical diagnostic services.
- are not intended to be prescriptive or authoritative in respect of a diagnosis, condition or treatment, and are not intended to provide information on which you should solely rely.
- reflect current knowledge and practice in the RVIVE However, medical knowledge and practice is constantly evolving and as such it may not reflect the latest knowledge or practice

**6.8.** Please note your GP or other healthcare professionals remain ultimately responsible for your health and wellbeing (including but not limited to any diagnosis or other healthcare

advice). If you have any questions about your medical records or other health-related information made available via the RVIVE App, you should contact your GP or other healthcare professional directly, by contacting your GP or calling 111 from any landline or mobile phone free of charge.

**6.9.** We are not responsible for any delay or lack of response to any support requested through the RVIVE App.

**6.10.** Certain Core Services and Platform Services may enable you to use them in respect of your child or someone you care for.

**6.11.** If you use Core Services or Platform Services in respect of your child or someone you care for these terms and any other applicable terms and conditions still apply to your use and you:

- must not share your user identification code or password with anyone else, including the person you are accessing services on behalf of
- are responsible for service access and use of the RVIVE App as if it were your access and use, including being responsible for compliance with these terms and any other applicable terms and conditions in respect of your access
- must, to the extent possible bearing in mind their age, condition and capacity, make the person you are accessing services on behalf of aware of: (i) your access and any steps you take on their behalf, and (ii) these terms and other applicable terms and conditions.

**6.12.** Where we have assessed it to be useful to RVIVE App users, we may include links to national health and care websites that are not integrated with the RVIVE App. We do not monitor the content of such websites. Any link provided in the RVIVE App is solely for your convenience. We do not accept any responsibility for any third-party website or third-party applications.

## **7. Ending your use of the RVIVE App**

**7.1.** You may stop using the RVIVE App at any time. If you wish to cancel your account, you should contact us via the help and support page or via the close account option within the App settings.

**7.2.** If you breach any of these terms we may prevent you from accessing the RVIVE App and suspend your account. We will notify you of this. If what you have done can be put right, we will give you a reasonable opportunity to do so.

**7.3.** If your account is cancelled:

- your access to the RVIVE App will stop. You should delete the RVIVE App from your devices
- any personal data we hold about you will be dealt with in accordance with our data retention policy, which is set out in our privacy policy
- all rights granted to you under these terms shall automatically cease without further notice (although your statutory rights - for example in respect of data protection as described in the privacy policy - are not affected)

## **8. Your right to use the RVIVE App**

**8.1.** We own or have the right to use all intellectual property rights used for the provision of the RVIVE App, including rights in copyright, patents, database rights, trademarks and other intellectual property rights, ("RVIVE").

**8.2.** You have permission to use the RVIVE App for the sole purposes described in these terms. You need written permission from us or any other owner of RVIVE to use these items in any other way.

**8.3.** Unless permitted by law or under these terms, you will:

- not copy the RVIVE App.
- not rent, lease, sub-license, loan, translate, merge, adapt or modify the RVIVE App.

- not combine or incorporate your (or any other) account in any other programmes or services.
- not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the RVIVE App.
- comply with all technology control or export laws that apply to the technology used by the RVIVE App.

## **9. Prohibited uses**

### **9.1. You may not use the RVIVE App:**

- to collect any data or attempt to decipher any transmissions to or from our servers
- in a way that could damage, disable, overburden, impair or compromise our systems or security
- to transmit any material that is insulting or offensive
- in a way that interferes with other users
- in any unlawful manner or for any unlawful purpose
- in a manner that is improper use or inconsistent with these terms
- to act fraudulently or maliciously by hacking into the RVIVE App
- to transmit, send or upload any data that contains viruses, Trojan horses, worms, spyware or any other harmful programs designed to adversely affect the operation of computer software or hardware
- in connection with any kind of denial of service attack
- unless it has been downloaded from official App Marketplaces (Google Play Store or Apple App Store) or you are accessing its services via the RVIVE website in a web browser
- on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted"

If you do any of the above acts you may also be committing a criminal offence, and we will report any such activity to the relevant law enforcement authorities. We will co-operate with those authorities by disclosing your identity to them.

## **10. Our liability to you**

**10.1.** Although we make reasonable efforts to provide, maintain and update the RVIVE App it is provided "as is" and, to the extent permitted by law, we make no representations, warranties or guarantees, whether express or implied (including but not limited to the implied warranties of satisfactory quality and fitness for a particular purpose), that the RVIVE App or any particular services you access through the app (a) are accurate, complete or up-to-date; (b) will meet your particular requirements or needs; or (c) will always be available, error free, uninterrupted or free of viruses.

**10.2.** We are not responsible for external links to or from the RVIVE App and cannot guarantee these will always work. We are not responsible for Platform Services provided through the RVIVE App unless they are also provided by RVIVE (as indicated in clause 6). Services provided by third parties will have a connection agreement with RVIVE and undertake an integration process, but this does not mean that such services have been endorsed by RVIVE.

### **10.3. Nothing in these terms excludes or limits our liability for:**

- death or personal injury arising from our negligence;
- fraud or fraudulent misrepresentation;
- any loss or damage to a device or digital content belonging to you, if you can show that a) this was caused by us and b) we failed to use reasonable skill and care to prevent this; or
- any other liability that cannot be excluded or limited under English law.

**10.4.** Subject to clause 10.3 of these terms, we will not be liable or responsible to you or any person you use RVIVE App on behalf of for:

- any harm, loss or damage suffered where this is not caused by i) our negligence (for instance, if a healthcare professional makes a misdiagnosis of your condition, or prescribes the wrong medication, or you make any independent decisions based on the information provided in the RVIVE App we would not be liable); or ii) our breach of these terms
- any loss or damage arising from an inability to access and/or use the RVIVE App in whole or in part
- any business loss (including but not limited to loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure)
- any indirect or consequential losses that were not foreseeable to both you and us when you commenced using the RVIVE App (loss or damage is "foreseeable" if it was an obvious consequence of our breach or if it was recognised by you and us at the time we entered into the contract created by your use of the RVIVE App)

**10.5.** As Platform Services are also governed by separate terms of use you should also read the limits of liability described in those terms of use.

**10.6.** This clause 10 does not affect any legal rights you may have as a consumer in relation to defective services or software. Advice about your legal rights is available from your local Citizen's Advice or Trading Standards Office.

## **11. General**

**11.1.** These terms, and any other terms or policies referenced, set out the entire agreement between you and us in respect of your use of the RVIVE App.

**11.2.** These terms do not give any rights to any third party to enforce any of these terms.

**11.3.** Each of the clauses and sub-clauses of these terms operates separately. If any part is determined to be invalid or unenforceable it will be superseded by a valid and enforceable provision that most closely matches the intent of the original and all other terms shall continue in effect.

**11.4.** Even if we delay in enforcing these terms we can still enforce them later.

**11.5.** The laws of England shall apply exclusively to these terms and all matters relating to use of the RVIVE App, and dispute shall be subject to the exclusive jurisdiction of the courts of England.