

## **Myzone Open Mobile EULA – Version 13 March 2024**

### **PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY DOWNLOADING OR INSTALLING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST NOT DOWNLOAD NOR INSTALL THE APP.

PLEASE NOTE THAT THERE ARE ALSO SOME ADDITIONAL TERMS WHICH WILL APPLY IF YOU ARE A CONSUMER DOWNLOADING OR INSTALLING THE APP IN A COUNTRY OR USA STATE REFERRED TO IN THE [ADDITIONAL TERRITORY SPECIFIC PROVISIONS](#) LISTED BELOW.

### **Who we are and what these licence terms relate to**

We are **Myzone Limited**, incorporated in the Isle of Man (company number: 006566V; registered address: Level 3, Gordon House, 10a Prospect Hill, Douglas, Isle of Man IM1 1EJ. We license you to use:

- Myzone mobile application software (**App**) and any updates or supplements to it;
- The related online documentation (**Documentation**);
- The service you connect to via the App and the content we provide to you through it (**Service**);

as permitted in these terms. Please note though, that you will need internet connectivity on your device in order to use the App and the Service.

**Myzone Inc** (incorporated in Illinois, USA, number 70161892) acts as our agent to make the App available from Apple's App Store (where the App is to be installed on an Apple device) or Google's Play Store (where the App is to be installed on an Android device). When we mention the '**App Store**' in the rest of these terms, we are referring to either Apple's App Store or Google's Play Store (depending upon whether you have an Apple device or Android device).

### **Your privacy**

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information for our App is provided at [www.myzone.org/legal](http://www.myzone.org/legal) and it is important that you read that information.

### **Apple's App Store's or Google's Play Store's terms also apply**

The ways in which you can use the App and Documentation may also be controlled by the App Store's rules and policies. Where the App Store's rules and policies apply, they can be found on the App Store. The App Store's terms will apply to the extent that there are any conflicting aspects between the App Store's terms and these terms.

### **App and Service features**

This App Store and <https://www.myzone.org/mz-open> provide details about the features and functionality of the App and the Service.

## **Operating system requirements**

This App requires an Apple or Android device running at least the operating system version shown on the App Store.

## **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 [www.myzone.org/faqs](http://www.myzone.org/faqs).

**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 contact support through the help menu in the App.

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

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

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

- install the App onto your compatible device and view, use and display the App and the Service on such devices for your personal purposes only;
- use the App with a **Facility** (being a club or community group which has an arrangement with Myzone for allowing interaction between the App and the club or community group) by choosing to do so in the App. Such Facilities will be shown in the App. Please note that Facilities have discretion as to whether or not to allow such interactions with them. Also, the Facilities with which you share any of your information will be independent controllers of your personal data; and the Facilities' privacy notices will apply to your personal data use by them. The Facilities' privacy notices are separate and independent of ours, so please ask each Facility that you interact with, for a copy of their privacy notice and make sure that you understand it before agreeing to share any personal data with that Facility. It is also important that you are aware that Facilities are independent of us, so any issues which you have with a Facility need to be addressed between you and that Facility rather than us;
- use any Documentation to support your permitted use of the App and the Service;
- provided you comply with the "LICENCE RESTRICTIONS" shown below, make a copy of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

Please read the important health warning "IMPORTANT WARNING" shown below.

You must also keep your user name and password to access the App confidential, as otherwise others could access your information. You will be responsible for any use of your App by anyone who accesses your App or your account for the App, because of your failure to keep your App or account access for the App secure. If your password for your account for your App becomes compromised then please us know as soon as you discover this.

### **You must be at least 13 years old to use the App**

- You must be at least 13 years old to use the App.
- Only those aged 16 years or over may register for an account to use the full functionality of the App.
- If you are over 13 years old but under 16 years of age, then you may only use the App through a child account managed and administered by your parent or guardian. In such cases, your parent or guardian will have access to the information in your App.
- If you are a parent or guardian and you create a child account for use by them of the App or Service, you will ensure that your child is aware of that and you will ensure that you have obtained their consent to allow their health related information and any other information to be viewable and managed by you. You will also hold us harmless against any issues arising from your failure to do that.

### **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 above at [www.myzone.org/app](http://www.myzone.org/app)

Whilst you may have sharing rights as set out above, 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 changes in our business practices, or changes to features.

We will notify you of a change either by email or when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service. As the App is provided to you to use as a consumer (rather than for business purposes) and you have not paid anything to us for use of the App, you will not be entitled to any compensation for you no longer being able to use the App in such cases.

### **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, change 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.

The App will always work with the latest or previous version of the operating system (as it may be updated from time to time) and match the latest description of it provided on the App Store.

### **If someone else owns the device you are using**

If you install the App onto any 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 other device.

### **We are not responsible for other websites you link to**

The App or any Service may contain links to other independent websites or services which are not provided by us. Such independent sites or services 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 or services, including whether to buy any products or services offered by them.

### **Licence restrictions**

You agree that you will:

- except in the course of permitted sharing (see [www.myzone.org/app](http://www.myzone.org/app)) 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;
- 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 back-up or operational security;
- 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 our 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;
- 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; and
- not falsely use someone else's name, details, image or location details in the App or Service, as yours.

## **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 (not sold) to you. 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.**

## **OUR MAXIMUM LIABILITY TO YOU**

**IF WE ARE FOUND LIABLE IN RELATION TO THE APP, THE SERVICES, OR THESE TERMS, THEN AS YOU HAVE RECEIVED THIS APP FOR FREE, OUR MAXIMUM LIABILITY TO YOU WILL BE £1.**

**Of course 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.

## **ANTI-VIRUS, SECURITY MEASURES AND BACKUPS**

IT IS IMPORTANT THAT YOU HAVE APPROPRIATE SECURITY AND SAFEGUARDS IN RESPECT OF YOUR DEVICE. YOU MUST HAVE REASONABLE ANTI-VIRUS SOFTWARE ON YOUR DEVICES, AS IT IS POSSIBLE THAT DUE TO THE NATURE OF THE APP PROVIDING AN ONLINE SERVICE, THAT VIRUSES OR MALWARE COULD BE TRANSMITTED (EVEN THOUGH WE WILL BE USING ANTI-MALWARE PROTECTION ON OUR SYSTEMS).

YOU SHOULD ALSO BACKUP YOUR INFORMATION AND DATA FROM YOUR DEVICES, SO THAT YOU CAN RECOVER YOUR INFORMATION AND DATA FROM YOUR BACKUPS SHOULD THERE BE A PROBLEM WITH THE APP OR THE SERVICE. SO, WE WILL NOT BE LIABLE FOR DAMAGE THAT: (1) YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO HAVE ANTI-VIRUS SOFTWARE OR BACKUPS OR APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE; OR (2) 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 FREE OF CHARGE ON AN 'AS IS' BASIS FOR GENERAL INFORMATION PURPOSES ONLY. THEY ARE NOT MEDICAL DEVICES NOR TO BE USED FOR DIAGNOSIS PURPOSES. 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 ALSO NOTE THE COMPATIBLE LIST OF DEVICES FOR USE WITH THE APP INCLUDES BUT IS NOT LIMITED TO:

IOS 15.0 OR LATER

ANDROID 6.0 OR LATER

APPLE WATCH 2 OR HIGHER RUNNING WATCHOS 5.0 OR LATER

SAMSUNG MODEL 4 OR HIGHER RUNNING WEAR OS 3.0 OR LATER

GOOGLE PIXEL WATCH RUNNING WEAR OS 3.0 OR LATER

AS WE DO NOT PROVIDE ANY ASSURANCE THAT THE APP AND SERVICE WILL WORK WITH OTHER DEVICES.

PLEASE ALSO NOTE THAT THERE MAY BE OCCASIONS WHEN THE APP OR SERVICE IS UNAVAILABLE, AS WE DO NOT PROVIDE ANY ASSURANCE THAT YOUR USE OF THE APP OR SERVICE WILL BE UNINTERRUPTED.

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. PLEASE CHECK THAT THE

**FACILITIES AND FUNCTIONS OF THE APP AND THE SERVICES (AS DESCRIBED ON THE APP STORE AND IN THE DOCUMENTATION) MEET YOUR REQUIREMENTS.**

**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 OR AFFECTED BY AN EVENT OUTSIDE OUR CONTROL THEN WE WILL TRY TO TAKE STEPS TO MINIMISE THE EFFECTS OF THAT WHERE WE REASONABLY CAN. HOWEVER, AS SUCH EVENTS ARE OUTSIDE OUR CONTROL, WE WILL NOT BE LIABLE FOR SUCH EVENTS NOR THE CONSEQUENCES OF SUCH EVENTS.**

**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 will give you a reasonable opportunity to do so.

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.

**We may end your rights to use the App and the Services in other cases**

We have provided you with access to the App and Services on a free of charge basis. We may therefore also end your right to access and use the App and Services at any time by providing you with notice of this fact.

**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**

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

**If a court finds part of these terms 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 the terms, we can still enforce them later**

Even if we delay in enforcing any of the terms, we can still enforce them 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 any of the terms, 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 these terms 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.

### **IMPORTANT WARNING**

**STRENUOUS EXERCISE CAN BE DANGEROUS FOR PERSONS SUFFERING FROM MANY MEDICAL CONDITIONS.**

**IF YOU ARE IN ANY DOUBT (AND IN ANY EVENT IF YOU ARE PREGNANT, OR RECEIVING MEDICAL TREATMENT OR MEDICATION) YOU SHOULD REFRAIN FROM TAKING ANY SUCH EXERCISE – WITH OR WITHOUT YOUR APP OR THE SERVICE – WITHOUT FIRST TAKING COMPETENT MEDICAL ADVICE.**

**YOUR APP AND THE SERVICE IS DESIGNED ONLY AS AN AID TO PERSONAL TRAINING OR EXERCISE. IT IS NOT A MEDICAL DEVICE NOR SERVICE. IT CANNOT TELL YOU WHAT LEVEL OF EXERCISE IS SAFE FOR YOU, OR WHETHER YOU ARE EXERTING YOURSELF BEYOND YOUR SAFE LIMITS. YOU SHOULD THEREFORE TAKE PARTICULAR CARE IF YOU ARE UNDERTAKING EXERCISE IN A GROUP OR CLASS ENVIRONMENT AND ARE FOLLOWING THE INSTRUCTIONS PROVIDED BY A PHYSICAL INSTRUCTOR OR TRAINER. IT IS YOUR RESPONSIBILITY TO CHECK YOUR OWN MEDICAL CONDITION BEFORE UNDERTAKING ANY EXERCISE.**

**IF CHEST PAINS OR ANY OTHER SYMPTOMS, DISCOMFORT OR OTHER HEALTH CONCERN OR NEED TO OBTAIN MEDICAL ADVICE, ARE EXPERIENCED WHEN USING THE APP OR SERVICE, YOU SHOULD STOP USING THE APP OR SERVICE AND STOP EXERCISING IMMEDIATELY AND SEEK IMMEDIATE MEDICAL ATTENTION OR GO TO A HOSPITAL. WE ARE NOT MEDICALLY QUALIFIED, AND WE CANNOT AND DO NOT GIVE MEDICAL ADVICE.**

**IMPORTANT: THE APP AND SERVICE USES THE HUNT'S FORMULA ( $HR\ MAX = 211 - (0.64 \times AGE)$ ) DERIVED BY LONDEREE AND MOESCHBERGER (UNIVERSITY OF MISSOURI) TO ESTABLISH YOUR AGE-PREDICTED MAXIMUM HEART RATE (HR MAX). THIS IS BASED ON POPULATION NORMS AND IS NOT ACCURATE FOR EVERYONE. YOUR HR MAX SETTING WILL BE ADJUSTED AND INCREASED IF SAMPLES OF YOUR HEART RATE DATA INDICATE THE FORMULA COULD BE INAPPROPRIATE FOR YOU. HOWEVER, THE APP AND SERVICE IS NOT A REPLACEMENT FOR AN ACCURATE HEART RATE TEST CONDUCTED BY A TRAINED PROFESSIONAL. IF YOU EXERCISE AND FOLLOW YOUR LEVEL OF EFFORT DEPICTED IN THE APP OR SERVICE COLOUR-CODED TILE, YOU MUST ALWAYS CONSIDER THE WARNING ABOVE AS YOUR TILE**

**COLOUR AND PERCENTAGE OF YOUR HR MAX MAY BE INCORRECT. YOUR FACILITY CAN MANUALLY READJUST YOUR HR MAX SETTING FOR YOU.**

**IF YOU USE THE APP OR SERVICE TO JOIN A LIVE OR PRE-RECORDED CLASS THE FOLLOWING APPLIES:**

- **YOU ARE ABOUT TO PARTAKE IN A PHYSICAL ACTIVITY SESSION WITHOUT SUPERVISION AT YOUR OWN RISK. NEITHER WE NOR THE PRACTITIONER ARE LIABLE FOR ANY INJURY OR HARM THAT YOU SUSTAIN BECAUSE OF THIS PHYSICAL ACTIVITY SESSION. NEITHER WE NOR THE PRACTITIONER ARE RESPONSIBLE FOR THE SAFETY OF YOUR WORKOUT ENVIRONMENT OR ANY EXERCISE EQUIPMENT THAT YOU CHOSE TO USE. YOU ARE ENCOURAGED TO USE COMMON SENSE AND ALWAYS SEEK THE GUIDANCE OF A MEDICAL PROFESSIONAL BEFORE UNDERTAKING ANY FORM OF PHYSICAL ACTIVITY. IF YOU HAVE ANY PRE-EXISTING MEDICAL CONDITIONS, INJURIES OR DISABILITIES THAT MAY AFFECT YOUR ABILITY TO PARTICIPATE IN A PHYSICAL ACTIVITY SESSION, YOU SHOULD SEEK MEDICAL ADVICE AND OBTAIN CONFIRMATION FOR YOUR SUITABILITY TO TAKE PART BEFORE PARTICIPATING. AS THE APP AND SERVICE ARE NOT MEDICAL DEVICES, THEY CANNOT TELL YOU WHAT LEVEL OF EXERCISE IS SAFE FOR YOU NOR WHETHER YOU ARE EXERTING YOURSELF BEYOND YOUR SAFE LIMITS. IT IS MORE THAN LIKELY THAT SUCH SESSIONS WILL RESULT IN EXERCISING AT A HIGHER THAN MODERATE RATE OF INTENSITY AND IF YOU FEEL DIZZY OR LIGHTHEADED, THEN PLEASE STOP EXERCISING IMMEDIATELY. STAY SAFE AND ENJOY YOUR WORKOUT.**

**Additional territory specific provisions**

**THE TERMS IN:**

- **SCHEDULE 1 - APPLY IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN USA.**
- **SCHEDULE 2 - APPLY IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN AUSTRALIA.**
- **SCHEDULE 3 - APPLY IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN ISLE OF MAN.**

## **Schedule 1 – USA**

### **THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN USA.**

1. In the event of an inconsistency between provision in this schedule and any of the provisions in the licence terms to which this schedule is attached, the provision in this schedule will apply to the extent of the inconsistency.
2. Where we refer to 'Myzone' below, that is to Myzone Limited, incorporated in the Isle of Man (company number: 006566V; registered address: Level 3, Gordon House, 10a Prospect Hill, Douglas, Isle of Man IM1 1EJ).
3. The following additional or replacement wording (as mentioned below) applies to the following sections (being the sections where there are the same headings in the above licence terms):

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#### **SECTION: Acceptance use restrictions**

##### ***Additional wording:***

- you agree to disclose to Myzone any examination by any federal/state/local authority prior to providing any Myzone information/documentation.

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#### **SECTION: Intellectual property rights**

##### ***Additional wording:***

- All Intellectual Property Rights not expressly granted are reserved to Myzone. You are communicating with Myzone electronically when you use the services, our mobile application, or send an email to Myzone. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you register for the Services, we collect and store your email address. From that point forward, your email address is used to send you information about our products and services unless you opt-out of such emails.

Myzone may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, hard copy, or posting of such notice on the myzone website. Myzone is not responsible for any automatic filtering you or your network provider may apply to email notifications. Myzone recommends that you add @myzone.com urls to your email address book to help ensure you receive email notifications from Myzone. For notifications made by e-mail, the date on which the message is sent will be deemed the date on which such notification is transmitted.

You will not export or re-export, directly or indirectly, the services, the app, or any technical information related thereto, to any destination or person prohibited or restricted by applicable law, including, without limitation, U.S. export control laws and regulations.

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**SECTION: OUR MAXIMUM LIABILITY TO YOU**

*Replacement wording for the paragraph headed 'OUR MAXIMUM LIABILITY TO YOU' and the paragraph which immediately follows it, to the following:*

- **OUR MAXIMUM LIABILITY TO YOU**

**IF WE ARE FOUND LIABLE IN RELATION TO THE APP, THE SERVICES, OR THESE TERMS, OR OTHERWISE THEN AS YOU HAVE RECEIVED THIS APP FOR FREE, OUR MAXIMUM LIABILITY TO YOU WILL BE £1.**

**Of course 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 to the extent caused by: our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

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**SECTION: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

*Additional wording to be added immediately below the paragraph which is headed 'WE ARE NOT LIABLE FOR BUSINESS LOSSES':*

- **SOME STATES IN THE UNITED STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH STATES, MYZONE'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

**IF THE CUSTOMER IS IN NEW JERSEY, CLAUSES ABOVE ENTITLED "OUR RESPONSIBILITY FOR LOSS OR DAMAGE" AND "OUR MAXIMUM LIABILITY TO YOU" ARE INTENDED TO BE, AND ARE, ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PROVISION OF THIS CLAUSE IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF SUCH CLAUSE.**

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**SECTION: OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

*Replacement wording for the paragraph starting: 'WE ARE NOT RESPONSIBLE FOR EVENTS OUTSIDE OUR CONTROL' – to the following:*

- **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 OR AFFECTED BY AN EVENT OUTSIDE OUR CONTROL, INCLUDING WITHOUT LIMITATION DUE TO AN ACT OF GOD OR OTHER EVENT OR INCIDENT, THEN WE WILL TRY TO TAKE STEPS TO MINIMISE THE EFFECTS OF THAT WHERE WE REASONABLY CAN. HOWEVER, AS SUCH EVENTS ARE OUTSIDE OUR CONTROL, WE WILL NOT BE LIABLE FOR SUCH EVENTS NOR THE CONSEQUENCES OF SUCH EVENTS.

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**SECTION: Which laws apply to these terms and where you may bring legal proceedings**

***Replacement wording for the paragraph under the above heading – to the following:***

- If you live in the United States, this section requires that any dispute arising from these terms may be resolved by binding arbitration under the Streamlined Arbitration Rules and Procedures of JAMS (“JAMS”), which replaces the right to go to court. You agree that you are required to resolve any claim that arises under or in connection with these licence terms or that you may have against Myzone on an individual basis in arbitration as set forth in this clause. This will preclude you from bringing any class, collective, or representative action against Myzone, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated or representative action brought against Myzone by someone else.

You are agreeing to give up any rights to litigate claims in a court. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration.

You hereby expressly give up your right to have a trial by jury.

You hereby expressly give up your right to participate as a member of a class of claimants in any lawsuit, including, but not limited to, class action lawsuits involving any such dispute.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these licence terms.

If you are a US resident, under JAMS, and the place of arbitration shall be Chicago, Illinois. Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, Myzone will pay them for you. The arbitration and any award shall be kept confidential by you.

The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

Notwithstanding the foregoing, Myzone may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these licence terms are specifically enforceable by Myzone through injunctive relief and other equitable remedies without proof of monetary damages.

No action, regardless of form, which arises from or is related in any way whatsoever to these licence terms, may be commenced by you more than twelve (12) months after such cause of action accrues.

## **Schedule 2 - Australia**

### **THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN AUSTRALIA.**

1. In the event of an inconsistency between provision in this schedule and any of the provisions in the document to which this schedule is attached, the provision in this schedule will apply to the extent of the inconsistency.
2. If you are a Consumer (as defined in section 3 of the Australian Consumer Law) and we supply goods or services which, for the purposes of the Australian Consumer Law, are of a kind ordinarily acquired for personal, domestic or household use or consumption (**PDH Goods or Services**) to you, we acknowledge that you may have certain rights under the Australian Consumer Law in respect of the guarantees provided under Division 1 of Part 3-2 of the Australian Consumer Law (**Consumer Guarantees**) as they apply to the PDH Goods or Services supplied by us and nothing in the terms should be interpreted as attempting to exclude, restrict or modify the application of those rights.
3. If you are a Consumer and any goods or services supplied by us to you are non PDH Goods or Services, our liability to you in connection with any breach of the Consumer Guarantees in respect of those non PDH Goods or Services is limited (at our discretion) to:
  - a. in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and
  - b. in the case of services: (i) the supplying the services again; or (ii) the payment of the cost of having the services supplied again.
4. If you are found liable in relation to the App, the Services, or these terms, then your maximum liability to us will be £1 and you will have no liability to us for any loss of profit, loss of business, business interruption, or loss of business opportunity.
5. We will take reasonable steps to keep the App secure.
6. You may end your use of the App and Services and right to access and use the App and Services at any time by, and effective upon, providing us with notice of this fact. If you end your rights to use the App and Services:
  - a. you must stop all activities authorised by these terms, including your use of the App and any Services; and
  - b. you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App.
7. If we change these terms and you do not accept the change, you may end your use of the App and Services in accordance with clause 6 above.
8. Any reference to a section of the Copyright, Designs and Patents Act 1988 (UK) is a reference to any equivalent provision in the Copyright Act 1968 (Cth).

9. We may only transfer our rights or your obligations under these terms to another person if you agree in writing or if the transfer will not adversely affect your rights.
10. Even if you delay in enforcing any of the terms, you can still enforce them later. If you do not insist immediately that we do anything we are required to do under these terms, or if you delay in taking steps against us in respect of us breaking any of the terms, that will not mean that we do not have to do those things and it will not prevent you taking steps against us at a later date.
11. These terms are governed by the laws of Victoria, Australia and you can bring legal proceedings in respect of the products in the courts of Victoria, Australia.

**Schedule 3 – Isle of Man**

**THE TERMS IN THIS SCHEDULE ARE APPLICABLE IF YOU ARE DOWNLOADING OR INSTALLING THE APP IN ISLE OF MAN.**

1. The following additional wording (as mentioned below) applies to the following section (being the section where there is the same heading in the above licence terms):

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**SECTION: Which laws apply to these terms and where you may bring legal proceedings**

***Additional wording:***

- If you live in the Isle of Man you can also bring legal proceedings in the Manx courts.
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