



# Engage 4

## Acceptable Use Policy

## Introduction

Please read carefully the following Acceptable Use Policy relating to your use of the ENGAGE4 mobile application software and/or the ENGAGE4 desktop application software accessible through our website <https://app.engge4.com/auth> (each being the “App” and the provision of the App and related support being the “Services”). By downloading and/or accessing the App, you agree to be bound by this Acceptable Use Policy, our Privacy Policy (see <https://engage4.vidatec.com> and any applicable end user licence agreement or terms of use of the App Store (together our “Terms of Use”). If you do not agree to be bound by our Terms of Use, you should stop using the App immediately.

The App has been developed by Vidatec Ltd (registered in Scotland, No. SC394416) having its registered office at Unit 1&2, Scion House, Stirling University Innovation Park, Stirling, Scotland, FK9 4NF (“Vidatec”, “we” or “us”). The Services are made available to you pursuant to (and subject to the terms of) an agreement entered into between Vidatec and its client (“Client”) who has purchased licences from Vidatec, enabling you to access and use the App.

## 1 Terms of Use

In this Acceptable Use Policy, the following terms shall have the following meanings:-

- 1.1 “Documentation”: those documents (if any) made available by us from time to time, which set out a description of the Services and/or the user instructions for the Services;
- 1.2 “Software”: means the software applications underlying the App;
- 1.3 “Virus”: means any thing or device which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data; or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

## 2 Restrictions on Use

As a condition of use of the Services, you agree that you shall not access, store, distribute, upload or transmit any Virus, or any material, content or image, during the course of your use of the Services that:

- 2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.2 facilitates illegal activity;
- 2.3 depicts sexually explicit images;
- 2.4 promotes unlawful violence;
- 2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- 2.6 involves the transmission of unsolicited mass mailings or other forms of spam, junk mail, chain letters or similar;
- 2.7 is otherwise illegal or causes damage or injury to any person or property;
- 2.8 is inconsistent with any instructions given to you by us or the Client from time to time; or
- 2.9 infringes any intellectual property rights (or other proprietary rights) of any person;

and we reserve the right, without liability to you or to the Client (and without prejudice to our other rights) to suspend the provision of the Services, to remove any such material or content and/or to restrict or disable your access to the Services in the event of any breach of the above provisions.

3. You shall not, in using the App:
  - 3.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - 3.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 3.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 3.4 use the Services and/or Documentation to provide services to third parties; or
  - 3.5 license, sell, rent, lease, transfer, assign, distribute, display, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party (other than authorised users of the Client); or
  - 3.6 attempt to obtain, or assist third parties (other than authorised users of the Client) in obtaining, access to the Services and/or Documentation; or
  - 3.7 introduce or permit the introduction of, any Virus into our network and information systems.
4. You will ensure that all passwords and other user authentications which you use to access the Services are kept confidential and secure, and changed or updated from time to time in line with our recommendations.

## **5 Intellectual Property Rights**

You acknowledge and agree that we and/or our licensors own the intellectual property rights in the Services (including, without limitation, in the App and in any content provided or made available by us) and the Documentation. By uploading information, data or content to the App, you permit us to use the same in accordance with the terms of our Privacy Policy <https://engage4.vidatec.com> and accept that you are responsible for such information, data and content provided.

## **6 Non-Reliance**

For the avoidance of doubt, none of the content within, or provided via, the App constitutes medical advice and should not be construed or interpreted as providing medical advice, or relied upon as such. You should seek the advice of your doctor or other qualified medical professional with any questions you may have regarding a medical or wellness condition and in determining whether to use or adapt any information or content provided.

## **7 Updates and Other Changes**

- 7.1 From time to time, we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or to address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or opt out of automatic updates then you may not be able to continue using the App and the Services.

7.2 We reserve the right to update or change our Terms of Use at any time. Any changes posted on this page become effective immediately. Your continued use of the Service after we post any modifications to this policy will constitute your acknowledgment of the changes and your consent to abide and be bound by our Terms of Use.

If You have any comments or queries in connection with our Terms of Use, then please contact us by email at [hello@engage4.com](mailto:hello@engage4.com) or write to us at the address set out above.