

PLEASE READ THESE LICENCE TERMS CAREFULLY

IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT USE THE APP, SERVICE OR CONTENT.

Who we are and what this Agreement does

We are Travel Health Consultancy Limited, trading as "Winch" (an English limited company, whose registered office address is 22 Southernhay West, Exeter, United Kingdom, EX1 1PR with company number 09458268). We license you to use, as permitted by these terms;

- Our software (including where the software is provided as a service through the internet) and any data supplied within it (**App**) and any updates or supplements to any or all of the same.
- Online content, including, without limitation, any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the App.
- The service you connect to via the App and the content we provide to you through it (**Service**).

Your privacy

We do not collect or process any personal data via the App or Service.

Please be aware that internet transmissions are never completely private or secure and 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.

Please note that the store used to download the App, (e.g. Apple's App Store or the Android Play Store) will have terms and policies which will also apply to your use of the App and Service.

Operating system requirements

The minimum operating system requirements for the App/Service will be notified when you attempt to download the App.

Support for the App and how to tell us about problems

Support and contacting us. If you want to learn more about the App or the Service, or have any problems using them, or if you think the App or the Services are faulty, please contact us by email at office@travelhealthconsultancy.co.uk.

How we will communicate with you. We do not use the App or Service to communicate with you. If you contact us by email we will respond by email only.

How you may use the App.

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

- download or stream a copy of the App onto your mobile device and view, use and display the App and the Service on such devices for your personal purposes only; 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.

You must be 18 or over to accept these terms and use the App/Services.

Use of the App/Services is entirely at your own risk. Winching can be dangerous and should be conducted by trained/experienced individuals. Our App/Service does not replace any training. Always exercise caution when winching. All calculations made by or presented in the App are based on data from the public domain. Certain information and variables such as traction, weather

and other environmental factors are not constant and subjective in nature, and the App does not include any subjective information or variables in its calculations, meaning information provided by the App is for information purposes only and should not be solely relied upon.

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. 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 additional features which we introduce.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

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, enhance 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.

We will, until further notice, endeavour to ensure that the App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you signed up to use it.

If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other 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 phone or other device.

We may collect technical data about your device

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

We are not responsible for other websites you link to

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

Licence restrictions

You agree that you will:

- 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 without prior written consent from us;

- not copy the App 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 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 the Licensor's 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
 - not used to create any software that is substantially similar in its expression to the App;
 - kept secure; and
 - 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;
- 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);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service except where such material is genuine content for the use of the Service;
- 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; and
- 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.

Intellectual property rights

All intellectual property rights in the App 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 or the Services other than the right to use them in accordance with these terms.

Our liability to you

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.

We are not liable for damage to your property. We are not liable for damage that you incur to yourself, your property, other or their property as a result of using our App or Service. This includes following any guidance or advice provided by our App or Service.

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. If you intend to use it for business purposes please contact us.

Additional Terms

Limitations to the App and the Services. The App and the Services are provided for general information only. They do not offer advice on which you should rely. 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. For the avoidance of doubt information or data provided by the App or Service are not guaranteed to be wholly accurate and are for information purposes only. We are not liable for any reliance on any information, measurements or data provided via the App or Service.

Content. Your use of the App and Service will generate Content. We do not control the Content that is uploaded by you via the App and Service. Any Content you upload via the App and Service must be in accordance with these terms.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

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 Appstore site and in the App) 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 by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

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 which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

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

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

If a court finds part of this contract 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 this contract, we can still enforce it later

Even if we delay in enforcing this contract, we can still enforce it 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 this contract, 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 this contract 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.