

PatientGO – End-User License Agreement (“EULA” or “Agreement”)

Last updated 26 January 2022

This EULA or Agreement (together with our Privacy Policy) and any additional terms of use incorporated by reference into the EULA, are together our **Terms of Use** and apply to your use of the PatientGO App during your participation in the clinical trial. The Terms of Use are distinct to any terms that govern your participation in the clinical trial (**Clinical Trial**). The PatientGO App is a mobile application which allows you, as a participant of a Clinical Trial, to manage your expense reimbursement only.

Who we are

Illingworth Research Group Limited is the owner of the App and the provider of the PatientGO service (collectively referred to as "Illingworth", "we", "us" or "our" in this Agreement).

If you have any questions about, require any support, or experience any problems when using the App please contact us by emailing patientgo@illingworthresearch.com

How we will communicate with you

- We will contact you by email, phone or by SMS using the contact details you have provided to us to manage expense reimbursement during your participation in the Clinical Trial.

In return for your agreeing to comply with the Terms of Use, you may:

- download or a copy of the App onto any device that meets the minimum systems requirements as detailed below:
 - For iOS the minimum system requirement is iPhone 6s/iOS 13 SDK;
 - For android, android 6 OS and supported devices;
 - For web applications, the App is optimized for the latest versions (at the time of development) of Safari (Apple), Google Chrome, and Microsoft Edge.
- view, use and display the App on such devices for your personal purposes only;
- use the provided patient information sheets to support your installation of and permitted use of the App;
- We are giving you personally the right to use the App as set out below at **License**. You may not transfer the App 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 the device which is being sold.

If you are under 18 years old

The App is not intended for use by children (a “**Child**” is anyone under the age of 18). Where a Child is participating in the Clinical Trial in which the App is made available, the App is made available for download and use only to the person holding parental responsibility of the Child, and any in-App requests must be made by that person on behalf of the Child.

Your privacy

We provide you with certain information about how we process your personal data (including special category data) and for what purposes, and your rights in relation to that data within the Privacy Policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

iTunes and Google Play terms also apply

The ways in which you can use the App may also be controlled by iTunes and Google Play rules and policies, and those rules or policies will apply instead of these terms where there are differences between the two.

Changes to Terms of Use

We may need to change the Terms of Use to reflect changes in law or best practice or to deal with additional features which we introduce. We reserve the right to change our Terms of Use, and we would encourage you to check the Terms of Use regularly for any changes.

Update to the App

From time to time, we may automatically update the App 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.

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 of Use, whether or not you own the phone or other device.

License

The PatientGO mobile application software, the data supplied with the software and any updates or supplements to it are collectively the "**App**". Illingworth grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the App solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

Licence restrictions

You agree that you will not:

1. rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
2. not copy the App except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these Terms of Use;

4. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App 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:
 - a) 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
 - b) 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;
 - c) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

Acceptable use restrictions

You must:

5. not use the App 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 or any operating system;
6. not infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any material (to the extent that such use is not licensed by these terms);
7. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
8. not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
9. not collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from the servers running the App.

Intellectual property rights

All intellectual property rights in the App throughout the world belong to us and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use it in accordance with the terms of this Agreement.

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 of Us 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 of Use, both we and you knew it might happen. 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.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you

compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that 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. The App is provided for general information and for assisting you with expense reimbursement during your participation in the Clinical Trial only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

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.

Events outside our control. We are not responsible for events outside our control. If our support for the App 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 minimize 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. Please note that ending your contract with us will not end your participation in the Clinical Trial, which is managed independently and separately.

We may end your rights to use the App if you break these Terms of Use.

We may end your rights to use the App 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

10. you must stop all activities authorized by these terms, including your use of the App;
11. 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;
12. we may remotely access your devices and remove the App from them.

Term and Termination

13. This Agreement shall remain in effect until terminated by you OR us.
14. Termination of this Agreement will not terminate your enrolment onto the Clinical Trial, of which your participation is overseen by the sponsor/its appointed third party who is independent of Illingworth.
15. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device. We would encourage you to ensure all requests made using the App have been fulfilled before doing this.
16. Illingworth may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

Other important terms

17. We may transfer our rights and obligations under these Terms of Use to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights.
18. You need our consent to transfer your rights to someone else.
19. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
20. This agreement does not give rise to any rights to any third party to enforce any term of this Agreement.
21. If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
22. Even if we delay in enforcing this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms of Use, or if we delay in taking steps against you in respect of your breaking this Agreement, 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.