

**PLEASE READ THESE TERMS CAREFULLY BEFORE YOU DOWNLOAD THE APP AND USE THE SERVICES.**

**DISCLAIMER:** The Inner Armour coaching services are provided by coaches trained in the Inner Armour methodology. We will do our reasonable best to help you, however **we cannot guarantee a positive outcome** or result in any way and we cannot be responsible for providing one. **If you are feeling suicidal now, if you start to feel suicidal, or your issues require additional support please contact the emergency services in your country and/or help from a qualified medical practitioner.** In the UK, 999 operators are trained to help you get the help you need. We would like to emphasise that Inner Armour Coaching is not a replacement in any way for medical or clinical services and is a wellbeing tool.

**Welcome to Inner Armour. Inner Armour provide services and software developed by us for police and military personnel, both current and former. Our App connects you with coaches trained in psychological defence training who will provide coaching services.**

THESE TERMS TELL YOU WHO WE ARE, HOW WE WILL PROVIDE INNER ARMOUR TO YOU, HOW YOU OR WE MAY END THE LICENCE, WHAT TO DO IF THERE IS A PROBLEM AND OTHER IMPORTANT INFORMATION.

BY DOWNLOADING INNER ARMOUR AND USING THE SERVICES YOU AGREE TO THESE TERMS THAT WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS, YOU SHOULD NOT DOWNLOAD INNER ARMOUR OR, IF ALREADY DOWNLOADED, YOU SHOULD DELETE INNER ARMOUR FROM YOUR COMPUTER/MOBILE DEVICE.

## **1. WHO WE ARE AND WHAT THESE TERMS DO**

We are Inner Armour Training Limited, company number 12121673 whose registered office is First Floor Brailsford House, Knapp Lane, Cheltenham, Gloucestershire, England, GL50 3QA (**Licensor, Inner Armour, us, our or we**).

These Terms apply each time you (**Licensee, End User, you or your etc.**) use the coaching services. Use of the coaching services includes you accessing the Inner Armour App (**App**) and any online related documentation (**Documentation**) (hereafter the "**Services**").

## **2. MORE ABOUT THE SERVICES AND IMPORTANT EXCLUSIONS WHICH YOU MUST READ**

The App is used to connect you with a coach who will provide the Services. We will use reasonable endeavours to connect you with a coach at the time you use the App but there may be situations or periods where, due to high demand or circumstances outside of our control, we are unable to connect you with a Coach. In the case of a large scale incident, too many users trying to access the Services or the need for a coach overwhelms capacity, we will provide signposting to similar services and provide future booking availability.

We require every coach providing the Services to be accredited and trained in the Inner Armour Methodology. Each coach has undertaken rigorous training in the methodology and has undertaken the minimum number of hours required.

Each coach is neither our employee nor agent of Inner Armour. The App's sole function is limited to enabling the Services while the Services themselves are the responsibility of the coach who provides them. If you feel the Services provided by the coach do not fit your needs or expectations, you may change to a different coach who will provide the Services.

While we hope the Services are beneficial to you, you understand, agree and acknowledge that the Services may not be the appropriate solution for your particular needs. The Services are not a complete substitute for a face-to-face clinical examination.

**If you are thinking about taking your own life or harming yourself or others or that someone is in danger you must immediately call the emergency services and seek immediate assistance.**

You must not disregard, avoid or delay in obtaining any in-person care from a medical professional due to any information or assistance received through the App.

You understand and acknowledge that the Services is not in place of a clinical diagnosis following an in-person medical examination. The Services is not intended to provide any information regarding which drugs

or medical treatment may or may not be appropriate for you and you must disregard any such advice if delivered through the App or by any coach.

### 3. OPERATING SYSTEM REQUIREMENTS AND OPERATING PERMISSIONS

The App requires the following operating system requirements:

**[include]**

each an “**Operating System**”.

Some devices may not be compatible with the App. If your computer/device does not meet the requirements of the Operating System you should not download the App.

### 4. INFORMATION ABOUT US – HOW TO GET SUPPORT AND TELL US ABOUT PROBLEMS

4.1 **Support:** if you want to learn more about the Services or have any problems using it then please contact us.

4.2 **How to contact us:** If you think the App is faulty or misdescribed or you wish to contact us for another reason you can call us on [redacted]. We will use reasonable endeavours to respond as soon as possible.

4.3 **If we have to contact you:** If we have to contact you or give you notice in writing, we will do so by phone on the number you provided when you downloaded the App. You must keep this email up-to-date at all times.

### 5. RESTRICTIONS ON USE

5.1 Except as expressly set out in these Terms or as permitted by any local law, you undertake:

- (a) not to copy the App or Documentation, except where such copying is incidental to normal use of the App or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-licence, loan, provide or otherwise make available the App (in whole or in part) to any person without prior written consent from us;
- (c) not to translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Documentation 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 as permitted by these Terms;
- (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App;
- (e) not to use the App in conjunction with a virtual private network (a “**VPN**”), proxy or similar technology designed to circumvent the proper functioning of the App; and
- (f) to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

5.2 We are giving you personally the right to use the App and the Services as set out in these Terms. You may not otherwise transfer the App to someone else, whether for money, for anything else, or for free.

5.3 You must:

- (a) not use the Services 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;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Services (to the extent that such use is not licensed by this Licence);
- (c) not use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (d) not use, or display, threatening or aggressive behaviour towards any coach or our employees or otherwise harass our employees; or

- (e) 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.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 You acknowledge that all intellectual property rights in the App and Documentation throughout the world belong to us, that rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation, other than the right to use the App in accordance with these Terms.
- 6.2 You acknowledge that you have no right to have access to the App in source code form other than as expressly provided in these Terms.

## 7. WARRANTY

- 7.1 We warrant that we will provide the Services with reasonable care and skill. This warranty is in addition to your legal rights in relation to App that is faulty or not as described.
- 7.2 **NON UK USERS:** Although the Services may be accessible worldwide, we make no representation or warranty that the Services are appropriate or available for use in your location. Where you use Services outside of the UK, it is provided on an “as-is” basis. Those who choose to access Services from such locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## 8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 8.1 **Our Maximum Liability to you:** Subject to the provisions of this condition 8, you understand, agree and acknowledge that our aggregative liability arising to you in respect of your use of the Services shall not exceed £500.
- 8.2 **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; or for any other liability that cannot be limited by law.
- 8.3 **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 and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that could have avoided by you:
  - (a) correctly following our installation instructions; or
  - (b) complying with the restrictions on use identified in condition 5 (RESTRICTIONS ON USE); or
  - (c) having in place the minimum Operating System advised by us.
- 8.4 **We are not liable for business losses.** The Services are for domestic and private use. If you use the Services 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.
- 8.5 **Limitations to the Services** You acknowledge that the Services have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App (as described in the Documentation on our Website) meet your requirements. We expressly draw your attention to the limitations and exclusions set out in condition 2.
- 8.6 **We are not responsible for events outside of our control.** Whilst every effort will be to provide a first class service to all, we recognise the limitations of technology and that from time to time there may be issues with internet connectivity, upgrades or another technical issue that we cannot at this time foresee. We will endeavour to undertake what work is necessary and possible to return the app to full functionality as soon as is reasonably possible. If our support for the Services is delayed due to an event outside of our control we will use reasonable endeavours to contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

9. **TERMINATION BY EITHER PARTY:** You or we can terminate your use of the Services (including access to the App and Documentation) at any time.

**10. WHAT WILL HAPPEN AT THE END OF THE LICENCE**

10.1 Upon termination for any reason:

- (a) all rights granted to you under these Terms shall cease;
- (b) you must cease all activities authorised by these Terms, including your use of the App; and
- (c) you must immediately delete or remove the App from all devices and computer equipment in your possession and immediately destroy all copies of the App then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

**11. WHAT TO DO IF THERE IS A PROBLEM WITH THE SERVICES**

11.1 **How to tell us about problems.** If you have any questions or complaints about the Services, please contact us by following the instructions in condition 4 (INFORMATION ABOUT US).

**12. DATA PROTECTION**

12.1 We take your privacy and our obligations under data protection laws extremely seriously. Your privacy is of the utmost importance to us. We will only use the personal information you provide to us or that we collect through your use of the App to supply you with the Services.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

12.3 Further information on how we handle your personal information can be found in our privacy notice on our Website.

**13. OTHER IMPORTANT TERMS**

13.1 **We may transfer our rights and obligations to another party.** We may transfer our rights and obligations under these Terms to another party. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.

13.2 **You will need our consent to transfer your rights under these Terms to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

13.3 **Nobody else has any rights under these Terms.** These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

13.4 **If a court or competent authority finds a part of these Terms to be illegal, the rest of these Terms will continue.** 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.

13.5 **If we delay in enforcing our rights under these Terms, 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 these 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.

13.6 **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 that we introduce. We will give you at least 30 days notice of any change by sending you an email with details of the change or notifying you of a change when you next start using the Services. If you do not accept the notified changes you may continue to use the Services in accordance with the existing terms of the Services but certain features may not be available to you.

13.7 **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 Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in

either the Northern Irish or the English courts. If you live outside the UK, you can only bring proceedings in the English courts.

13.8 **Any questions, just ask.** If you have any questions on any of these Terms of the Services, please email us at [legal@innerarmour.org](mailto:legal@innerarmour.org)

**PLEASE NOTE: Any translation of this document is for information purposes only. Only the English version is authentic and shall prevail.**