

OMICS MOBILE APP: WORKING FROM HOME PROJECT PARTICIPANT TERMS

OMICS TERMS

Effective as of 20th April 2020.

Please read the following important terms carefully before downloading or signing up to our app and check that you agree with the contents and that there is nothing to which you are not willing to agree to. Please pay special attention to clause 4 (*Your privacy and account*).

You may only download and use Omics if you are at least 18 years old, and you are authorised by your employer and have consented to participate in an ART Workplace Wellbeing & Performance project.

You must use your Project ID and Project Email and not use your name or personally identifiable email address when signing up to our app.

If you do not agree to these terms, do not download this app or sign up to this app.

About OMICS

OMICS is our mobile application for collecting data related to cognitive performance and subjective perceptions of your current situation and/or environment. You may only use OMICS, if we provide services to your Employer and you are authorised by your Employer to, and have consented to participate in, a Workplace Wellbeing & Performance project.

When you agree to participate in the project, we will set up an account for you with OMICS using your Project ID and Project Email assigned to you by your Employer. You can download OMICS from the Apple App Store (for iOS mobile devices) or from Google Play (for Android mobile devices). You will need to log into OMICS using your Project ID and Project Email.

Operating system requirements

iOS

Our App requires an iPhone, iPad & iPod touch with a minimum of (10 MB) memory and the iOS operating system 9.0 or higher.

Android

Our App requires an Android mobile phone with a minimum of (10 MB) memory and the Android operating system 4.1 or higher.

App permissions

Our App may request the following device access permissions:

- Notifications

You can change your permissions preferences at any time within the settings menu of your mobile device. If you do not grant or disable a permission, certain functionalities of our App or Services may not be available.

Contents of these Terms

You can either scroll down to read these terms in their entirety (which we recommend you do), or click on one of the links below to go straight to the section you are interested in.

1. [Who we are and how to contact us](#)
2. [About these Terms](#)
3. [Eligibility criteria](#)
4. [Your privacy and account](#)
5. [How you may use our App and Our Product](#)
6. [Licence restrictions](#)
7. [Acceptable use restrictions](#)
8. [Intellectual property rights](#)
9. [Your content](#)
10. [Availability, updates, changes and support](#)
11. [External Products](#)
12. [Our rights to suspend or end this licence](#)
13. [Defined terms](#)

1. WHO WE ARE AND HOW TO CONTACT US

1.1. **Who we are.** When we say **we**, **us** or **our**, we mean ART Health Solutions Ltd, a company registered in England and Wales under company number 11211432. Our registered office is at Proto Office 0.10, Baltic Quarter, Gateshead, England, NE8 3DF. Our main trading address is at our registered office.

1.2. **How to contact us.** If you wish to contact us for any reason, including because you have any complaints, you can contact us by:

- (a) e-mail at info@arthhealthsolutions.com;
- (b) calling our customer support team at 020 7164 6736; or
- (c) post to the address set out in clause 1.1 above.

Please use your Project ID and Project Email when contacting us, and do not disclose to us any personal identifiers (see clause 4.7 (*You must not disclose any personally identifiable information to us*) of these Terms for further details).

1.3. **How we may contact you.** If we have to contact you, we will do so by email at your project e-mail address provided to you by your Employer.

[Back to Contents](#)

2. ABOUT THESE TERMS

2.1. **What these Terms cover.** These are the terms and conditions (**Terms**) on which we license you to use:

- (a) OMICS mobile application software (**App**) and any updates or supplements to it; and
- (b) the in-app services you connect to via our App and the digital content we provide to you within our App (together **Our Product**),

as permitted and subject to the restrictions set out in Our Terms.

2.2. **Why you should read these Terms and what will happen if you do not accept these Terms.** Please read these Terms carefully and make sure that you understand them, before signing up to and using our App. They set out the rules you need to comply with when using our App and provide you with information about our App. If you refuse to accept these Terms, you will not be able to sign up to or use our App. You should retain a copy of these Terms for future reference.

2.3. **These Terms do not form a contract between you and us but you must not break them.** Because:

- (a) we do not charge you for the rights granted to you in clause 2.1 above; and
- (b) you must not use any personal identifiers (such as your name or personally identifiable email address) when signing up or using our App, and therefore, we do not know your identity,

no legally enforceable contract between you and us will come into place when you accept these Terms or use Our Product. However, you must still comply with these Terms.

2.4. **What happens if you break these Terms.** If you break these Terms we may take any of the measures set out in clause 12 (*Our rights to suspend or end this licence*) of these Terms. Because your Employer is contractually responsible for your compliance with these Terms, we may also take steps to enforce our rights against your Employer.

2.5. **Changes to Our Terms.** We may need to change these Terms from time to time, for example, to reflect changes in law or best practice, or to deal with additional features which we introduce to our App or Our Product. When we do that, we will ask you to review and accept changes to these Terms when you next start our App. If you do not accept the notified changes, you will not be permitted to continue to use our App and Our Product.

- 2.6. ***Your statutory rights.*** Even though these terms do not form a legally enforceable contract, you may still have statutory consumer rights, which affect the matter set out in these Terms. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06. Nothing in these Terms affects your statutory consumer rights.
- 2.7. ***Platform Terms.*** These Terms govern your relationship with us. They do not govern your relationship with the operators of the app platforms where our App is available for downloading (Apple App Store for iOS mobile devices and Google Play for Android mobile devices). If you download our App from the App Store or Google Play, the ways in which you can use Our Product are also controlled by the terms and conditions of your app platform operator. In the event of conflict between a provision of our Terms and the terms and conditions of your app platform operator, the relevant provisions in our Terms will prevail.

[Back to Contents](#)

3. ELIGIBILITY CRITERIA

- 3.1. ***The eligibility criteria you must meet.*** You may only use our App and Our Product, if:
- (a) you are at least 18 years of age;
 - (b) you are authorised by your employer (**Employer**), and have consented to, participate in the Workplace Wellbeing & Performance project, which we undertake as part of our services we supply to your Employer (**Project**).

[Back to Contents](#)

4. YOUR PRIVACY AND ACCOUNT

- 4.1. ***You must register to use our App and Our Product.*** After downloading and installing our App, you must complete the sign-up process on our App before you can access Our Product. You must keep your account details secure and not share them with anyone else.
- 4.2. ***Project ID and Project Email.*** In order to protect your privacy, prior to authorising you to use our App and Our Product, your Employer will pseudonymise your personally identifiable information. Pseudonymisation means the processing of personal data in such a manner that the personal data can no longer be attribute to a specific individual without the use of additional information. Your Employer will do that by allocating to you a randomised identification number (**Project ID**) and setting up a new email address for you, which will not contain any personally identifiable information (**Project Email**).
- 4.3. ***We will not process any of your personal data.*** Your Employer will hold the additional information, which can reverse the pseudonymisation of your Project ID and Project Email and re-identify you, but it will not disclose that information to us. As a result, the information about you that we will collect and process will be anonymised data. Anonymised data is not considered personal information in law, because this information does not directly or indirectly reveal your identity, even though it may be derived from your personal data.
- 4.4. ***Your Employer is the controller of your personal data.*** Pseudonymised information (such as your Project ID and Project Email in the hands of your Employer) is considered personal data under the data protection laws. For the purposes of the data protection laws, your Employer is the controller of your personal data. This means that it is responsible for deciding how it holds and uses personal information about you. If you would like to exercise your data protection rights, you should contact your Employer.
- 4.5. ***What anonymised data about you we will collect.*** We will collect the following anonymised data about you through your use of our App and Our Product for the purpose of the Project:
- (a) Project ID and Project Email;
 - (b) profile data collected in response to our survey questionnaire (for example, subjective sentiments of satisfaction, mental wellbeing and quality of environment);

(c) physical metric data collected by wearable technology devices and/or mobile software applications:

- cognitive performance (for example, memory, distractibility, decision making);
- physical activity (for example, heart rate; daily steps; calories burned; sleep quality; duration and stages); and
- posture measures;

(d) environmental conditions (for example lighting, acoustics and air quality; and

(e) desk occupancy, lockers utilisation, and workspace utilisation.

We will use that data, in conjunction with data obtained from other mobile applications and wearable technology devices you use in connection with the Project and with other non-personal data (such as office space temperature, air quality, aroma, lighting and acoustics) to analyse your health, performance and wellbeing metrics and produce anonymised data and insights at group level. We will use those insights for the purpose of gaining understanding of the impact of the office environment on physical and mental wellbeing of employees and identifying the optimal indoor workplace environment conditions, office configurations and workspaces.

If you would like further information regarding the data we collect about you, you can contact us as set out in clause 1.2 (*How to contact us*).

4.6. ***We may collect technical data about your device.*** We may collect and use technical and related information about the devices you use our App on and related software, hardware and peripherals in order to assist us with the provision of software updates, product support and other services to you. We may also use that information to improve our products and services as long as it is in an anonymised form.

4.7. ***You must not disclose any personally identifiable information to us.***

You must use your Project ID and Project Email when registering to use and using our App and Our Product.

You must not enter any personal identifiers (such as name, address, job title, personally identifiable email address) into our App or otherwise disclose such information to us.

When contacting us for any reason, you must use your Project ID and/or Project Email and not your personally identifiable information.

If your Project ID or Project Email change after registering with our App, you must update them on our App.

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

[Back to Contents](#)

5. HOW YOU MAY USE OUR APP AND OUR PRODUCT

5.1. ***How you may use our App and Our Product.*** In return for your agreeing to comply with these Terms you may:

- (a) download a copy of our App onto a reasonable number of compatible devices provided that each of those devices is owned and controlled by you or your Employer and uses the same Project ID, and store, access, view, use and display our App and Our Product on such devices for the purposes of the Project only; and

- (b) receive and use any free supplementary update of our App incorporating "patches" and corrections of errors as we may provide to you; and
- (c) receive and use any free upgrades that replace or supplement the original App.

We grant these rights to you for the duration not exceeding your participation in the Project.

- 5.2. ***You can only use our App as permitted in these Terms.*** The rights which we grant to you under this clause 5 are subject to the restrictions in this clause 5, clause 6 (*Licence restrictions*), clause 7 (*Acceptable use restrictions*), and other terms of these Terms. Any use of our App or Our Product, which does not adhere to the rules set out in these Terms is a material breach of these Terms.

[Back to Contents](#)

6. LICENCE RESTRICTIONS

- 6.1. ***Prohibited actions.*** You agree that you will:

- (a) not sell, resell, rent, lease, sub-license, loan, publish, distribute, redistribute, provide, or otherwise make available, the App or Our Product in any form, in whole or in part to any person without prior written consent from us;
- (b) not display (in part or in whole) our App or Our Product as part of any public performance or display unless such use would not constitute a copyright infringement or breach legal rights of any person (including corporate entity) or is specifically permitted by us;
- (c) not copy the App or Our Product, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- (d) not use our App in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any content that is presented to you in streaming format;
- (e) not translate, merge, edit, adapt, vary, alter or modify, the whole or any part of the App or Our Product nor permit the App or Our Product or any part of them to be combined with, or become incorporated in, any other programs, applications or digital content except as necessary to use the App and Our Product on devices as permitted in Our Terms;
- (f) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or Our Product 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; 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;
- (g) not attempt to, or assist, authorise or encourage any person to circumvent, disable or defeat, interfere with or disrupt the safety, security or performance of our App or Our Product; and
- (h) not access or use the source code of our App.

- 6.2. ***You must keep your device and account secure.*** You are responsible for keeping your device and your account with our App safe and secure. You must promptly notify us of any unauthorised use or security breach of your account or Our Product.

- 6.3. ***You may not transfer our App to someone else.*** We are giving you personally the right to use our App and Our Product. You may not transfer our App or Our Product to someone else, whether for money, for anything else or for free. If you sell any device on which our App is installed, you must remove our App from it.

7. ACCEPTABLE USE RESTRICTIONS

7.1. *Harm to us or our users.* You must not (or permit or assist others to):

- (a) use the App or Our Product in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with Our Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, Our Product or any operating system;
- (b) infringe our intellectual property rights or those of any third party in relation to your use of the App or Our Product, including by the submission of any content or material;
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or Our Product;
- (d) upload, store or transmit any data or any other content or material, or use our App or Our Product in any way, which is unlawful, and/or breaches any legal rights of any person (including intellectual property rights and data protection rights);
- (e) use the App or Our Product in a way that could damage, disable, overburden, impair or compromise the App, Our Product, our systems or security or interfere with other users; or
- (f) collect or harvest any information or data from Our Product or our systems or attempt to decipher any transmissions to or from the servers running Our Product.

[Back to Contents](#)

8. INTELLECTUAL PROPERTY RIGHTS

8.1. *Our copyright.* Copyright © 2020 ART Health Solutions Ltd.

8.2. *Our trade marks.* ART Health Solutions, our logos and our other trade marks are trade marks belonging to us or our licensors. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

8.3. *You do not own the App or Our Product.* All intellectual property rights in the App and Our Product throughout the world belong to us (or our licensors) and the rights in the App and Our Product are licensed (not sold) to you.

8.4. *Your rights are limited to use.* You have no intellectual property rights in, or to, our App or Our Product other than the right to use them in accordance with Our Terms. Any goodwill derived from the use by you of our intellectual property rights will accrue to us or our licensors.

8.5. *Proprietary marks and notices.* You must not remove any trade marks, service marks, labels or other legal or proprietary notices included in our App or Our Product, or attempt to modify any content obtained through our App or Our Product, including any modification for the purpose of disguising or changing any indications of the ownership or source of that content.

[Back to Contents](#)

9. YOUR CONTENT

9.1. *Meaning of "your content".* In these Terms, "your content" means all data, works and materials which you upload, submit, send to or store on the App, transmit using our App and/or Our Product, supply to us for uploading to, transmission by or storage on the App, or generated by the App as a result of your use of Our Product (but excluding analytics data relating to your use of the App and Our Product and server log files).

- 9.2. ***You must have the right to submit your content to us.*** You must have the necessary rights to submit your content to our App and Our Product. You must also have the right to give us the permission to use your consent as set out in clause 9.3 below.
- 9.3. ***Permissions you give us to your content.*** You grant us a worldwide, non-exclusive, royalty-free, perpetual licence to use, copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and create derivative works of, display and perform your content. You also grant us the right to sub-license these rights to our hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in Our Terms.

[Back to Contents](#)

10. AVAILABILITY, UPDATES, CHANGES AND SUPPORT

- 10.1. ***We do not guarantee availability of our App.*** We will use reasonable skill and care to provide our App and Our Product to you and to keep them safe, secure and error-free but we do not promise that your use of our App or Our Product will be safe, secure, uninterrupted or error-free. We will use reasonable endeavours to maintain the availability of our App and Our Product to you but we do not guarantee 100% availability. For example, our App and Our Product may become temporarily unavailable for maintenance, repairs, updates, upgrades, or due to network or equipment failures.
- 10.2. ***Updates to our App and changes to Our Product.*** From time to time, we may automatically update the App and change Our Product to improve performance, enhance functionality, reflect changes to the operating system, address security issues or implement new versions of our App. Alternatively, we may ask you to update our App for these reasons or make such update available to you. You may be able to manage your App update preferences in your device settings. 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 Our Product.

[Back to Contents](#)

11. EXTERNAL PRODUCTS

- 11.1. ***Your access to third party products.*** Our App may allow you to access, use or interact with third party apps, websites, content or other products or services (**External Products**). For example, Fitbit. Please note that:
- (a) our Terms only apply to our App and Our Product and that your use of any External Products will be governed by the terms and conditions and privacy policies of the third party providers of such External Products; and
 - (b) you will need to make your own independent judgement about whether to use any External Products (even if they are recommended by us).
- 11.2. ***Endorsed External Products.*** We do not make any warranties about any External Products, even if they are endorsed by us. We do not warrant that your use of any External Products will be uninterrupted, error-free or secure.

[Back to Contents](#)

12. OUR RIGHTS TO SUSPEND OR END THIS LICENCE

- 12.1. ***What happens if you break these Terms.*** If you breach these Terms, or if we reasonably suspect that you have breached these Terms in any way, we may:
- (a) notify your Employer;
 - (b) send you one or more formal warnings;

- (c) delete, un-publish or edit any or all of your content;
 - (d) temporarily suspend your access to our App and/or Our Product;
 - (e) permanently prohibit you from accessing our App and/or Our Product; and/or
 - (f) block your mobile device from accessing our App and/or Our Product.
- 12.2. ***Duration of this licence.*** The rights we grant to you under these Terms will end automatically when you stop participating in the Project or when our contract with your Employer ends, whichever is earlier.
- 12.3. ***Consequences of ending this licence.*** If we end your rights to use the App and Our Product for any reason:
- (a) you must stop all activities authorised by these Terms, including your use of the App and Our Product; and
 - (b) 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; and
 - (c) we may remotely access your devices and remove the App from them and cease providing you with access to Our Product.

[Back to Contents](#)

13. DEFINED TERMS

13.1. In these Terms:

- (a) **App** has the meaning given in clause 2.1 (*What these Terms cover*);
- (b) **Employer** means your employer. See clause 3.1(b) (*Eligibility criteria*) for further details;
- (c) **External Products** has the meaning given in clause 11.1 (*Your access to third party products*);
- (d) **Our Product** has the meaning given in clause 2.1 (*What these Terms cover*);
- (e) **Permitted Objective** has the meaning given in clause 6.1 (*Prohibited actions*);
- (f) **Project** has the meaning given in clause 3.1(b) (*Eligibility criteria*);
- (g) **Project ID** has the meaning given in clause 4.2 (*Project ID and Project Email*);
- (h) **Project Email** has the meaning given in clause 4.2 (*Project ID and Project Email*);
- (i) **Terms** means these terms and conditions. See clause 2.1 (*What these Terms cover*) for further details; and
- (j) **we, us and our** have the meaning given in clause 1.1 (*Who we are*).

[Back to Contents](#)