

Prompt Terms of Service

What is Prompt?

Prompt is an app and associated services provided by Memrica Limited, which help people with memory problems remember what matters most to them. Users add Reminders with notes, images and other digital media (Content) for the service to collate and organise, creating snapshots of relationships and shared history with people and places. This information is attached to reminders, to help prepare for events and boost confidence to make the most of each day. Families, friends and carers can help manage the service through a shared account. The service will also use this information to create a summary of activity during the week, ask for further details about people and places added to the system and alert users, and people authorised by the user, about any changes in the way the service is being used or patterns of behaviour.

What are the Terms of Service?

These Terms of Service, together with the Privacy Policy and any other specific terms that are provided for any aspect of the Service (together referred to as "Terms") govern your access to and use of the Service. The Terms form a legally binding contract between you and Memrica for all aspects of the Prompt Service, except where other terms are expressly stated to apply. Your access to and use of the Service are conditional on your acceptance of and compliance with the Terms. By accessing or using the Service you agree to be bound by the Terms. If you do not agree with the Terms you should not use the Service.

Basic Terms

You must be 13 years of age or older to register for the Service. If you are under the age of 18 years and do not understand these Terms please ask a parent or guardian to explain their meaning to you.

Prompt is designed to act as a memory companion and has been created in partnership with people living with memory problems, however it is not a substitute for medical intervention or support from carers. While it may provide alerts about changes in patterns of use, Prompt is not a diagnostic tool. If you have concerns about your memory, please see your medical practitioner.

You are responsible for your use of the Service and for any Content that you store and share on the Service. You guarantee that you are the owner of the Content and that it does not contain illegal material. You choose who you wish to share your information with.

Whilst we work hard to offer you a great service that is valuable whether you are on or offline, Memrica cannot guarantee continuity of the Service or instant updates to the Service, when new Content is added.

We want you to enjoy storing your Reminders and Content on Memrica, but please note that it is not a back-up service, please make sure that you hold copies of the Content elsewhere for safekeeping.

Memrica cannot be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any Content due to circumstances beyond Memrica's control. Similarly, please be aware that the internet may be subject to breaches of security, so although Memrica will make every effort to protect personal data, and Content, Memrica cannot absolutely guarantee that the submission of Content or other information will be secure.

Memrica provides the Prompt Service so that you can prepare for events and remind yourself about people, places and appointments using Content you save using the Service. Memrica does not actively monitor or approve any Content, so all Content is the responsibility of users of the Service. All Content is made available on the basis that Memrica is not required to and does not review, nor

exercise any control or judgment over it and Memrica disclaims all liability for any Content. Nevertheless, we reserve the right to remove Content from the Service if upon random sampling we think it doesn't comply with these Terms. Memrica may retain copies of Content to comply with legal obligations even if the Content is no longer made available to you.

Prompt is not a substitute for medical advice or a diagnostic service. If you are concerned about your memory, please see your medical practitioner.

Provision of the Service

In order to use the Prompt Service, you will need to register. To register you will need to submit your email address and choose a password. The password chosen by and issued to you upon registration is personal to you so that you can use and access the Service. However, unless you choose to log out, you will remain logged into your account for ease of access. Please be aware that anyone accessing your device will be able to open the Prompt app and see your Content, unless you log out. If you share this login with other people, you take responsibility for their use of the Service. You may also register using credentials from other social network services. If you register in this way Memrica will store your social network user ID and an access token as well as your email address.

Memrica cannot accept responsibility for any improper use of your email address, password, or account or any use by any third party. If you think your login id, password, or account has been compromised you must inform us immediately. Please note that in any communications with us we will never ask you to disclose your password.

The information that you supply during registration must be truthful, complete and correct. If it is not, you agree to indemnify Memrica against any loss or damage incurred by Memrica and anyone else who may suffer damage as a result of the information that you have supplied.

Subject to these Terms and your compliance with them, Memrica grants you a non-exclusive, non-transferable, personal, limited licence to access and use the Service solely for your personal use and the people you invite to help with or share via your account only.

This licence includes the limited right to store and access Content. The right extends to Content shared with you only when and insofar as another user has authorised you to do so, and only for purposes solely connected with the personal use of the Service.

Announcements

To help you get the most from Memrica we may from time to time display notices and announcements in the Service that explain and promote various aspects of the Service, or other products and services available from us. **We may need to contact you by email about your use of the service, changes to the service or with information about future upgrades. We may also send you updates about Memrica via email. You may opt out of receiving update emails at any time by using the 'unsubscribe' service.**

Rights to Your Content

Your Content belongs to you - you retain all of your rights to the Content that you post on or through the Service. Memrica does not claim any rights of ownership over Content, but to allow Memrica to provide the Service you grant to Memrica a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the Service's Privacy Policy.

Memrica will not share your personal details, your Content or data about your use of the platform with any third party without your express permission. Memrica will not anonymize and aggregate your Content and/or data about your use of the platform with anonymized Content or data generated by others and share this with third parties without your express permission. Memrica will always explain why this permission is needed. You may refuse to give permission without affecting your use of the service.

Be Nice

Memrica is a service to be enjoyed by everyone, so it is important that everyone uses the service considerately. You agree that you will not post, upload or transmit to the Service any Content, nor use the Service in any way, that:

- is unlawful or which gives rise to civil or criminal liability;
- promotes any illegal or unlawful activity;
- infringes any copyright or other intellectual property right of any third party or assists infringement or piracy;
- includes any computer virus, worms, logic bombs or other malicious software or technically harmful data;
- is abusive, pornographic, defamatory, discriminatory or obscene;
- harasses or abuses any person;
- markets or promotes any third party for gain;
- interferes with another user's use and enjoyment of the Service;
- impersonates any moderator, administrator or any staff or other persons connected with Memrica;
- infringes upon or violates any third party's rights, including but not limited to rights of privacy, including unauthorised disclosure of a person's name, e-mail address, physical address or phone number, and/or rights of publicity;
- includes restricted / password protected content or materials;
- exploits any other person;
- solicits passwords or personal information;
- provides instructional information about illegal activities such as dealings in or with illegal weapons or illegal drugs, violating someone's privacy, or computer viruses;
- engages in or solicits commercial activities or sales without Memrica's prior written consent such as, without limitation gambling, betting, sweepstakes, sales advertising, investments and pyramid schemes;
- refers to any material that is inappropriate;
- seeks or attempts to make any arrangement to meet a minor or which may have such a meeting as its object or effect;
- contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; or
- solicits, invites, promotes, encourages, advocates, incites or provokes any or all of the above.

If you discover any material which you believe contravenes these Terms please inform Memrica with details of the contravention and location that you found it. Please email support@memrica.com or access the Help service through the app.

Intellectual Property

Memrica's designs and technologies are protected by copyright and

You agree and undertake not to hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Service or any part of it, nor remove, disable, modify, add to or tamper with any program code or data, copyright, trademark or other proprietary notices and legends contained on or in the Service;

Notices From Us

If necessary, Memrica will communicate with you via the email address you have provided to Memrica. Notices that are applicable to all Memrica's customers will be made available on the Service website or otherwise within the Service. You will be deemed to have received a notice at the time the email is sent or the time the notice is posted on Memrica's website or within the Service.

Copyright Policy

Copyright is important, and you must respect the intellectual property rights of others when using the Service.

If you are a copyright owner and believe in good faith that any material on the Service (including Content) infringes your copyright please contact Memrica in writing at the address below with the following information:

1. Your name and contact information, postal address, telephone number and e-mail address;
2. A physical or electronic signature of the person authorized to act on behalf of the copyright owner;
3. identification of the copyrighted work claimed to have been infringed;
4. identification of the material that is claimed to be infringing, and provide enough information to permit us to locate the material;
5. Include the statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;" and
6. Provide a signed statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Be aware that making a claim of copyright infringement is a serious matter. You may be liable for damages, costs and penalties if you knowingly materially misrepresent that material is infringing. Please consider this carefully prior to submitting a notice to us and consider whether to take legal advice.

Any notices that we receive may be displayed on the Service in the place of the allegedly infringing material.

We reserve the right to remove Content alleged to be infringing without prior notice. We may also terminate a user's account for any reason, including if the user is determined by us to be a repeat or serious infringer.

Fees and Purchase Terms

The Service may offer you the ability to purchase additional functionality, upgrades, features or other benefits ("Premium Service"). Due to the 'live' nature of the Service Memrica may manage, regulate, control, modify or remove any or all elements of a Premium Service with or without notice. Memrica shall have no liability to you or any third party if it exercises such rights.

You agree that you are responsible for all fees and taxes incurred by you or anyone using your account.

Memrica may adjust its prices at any time without notice.

ANY PURCHASE, UPGRADE OR ACQUISITION OF ANY PREMIUM SERVICE IS FINAL AND NON-REFUNDABLE. PAYMENT BY YOU FOR ANY PREMIUM SERVICE ENTITLES YOU ONLY TO USE SUCH PREMIUM SERVICE FOR AS LONG AS IT IS PROVIDED BY MEMRICA IN ITS SOLE DISCRETION. MEMRICA IS NOT OBLIGED TO CONTINUE TO OFFER ALL OR ANY ASPECTS OF A PREMIUM SERVICE. YOU ACKNOWLEDGE THAT MEMRICA IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON AND THAT YOU WILL NOT RECEIVE MONEY OR ANY OTHER FORM OF COMPENSATION IF A PREMIUM SERVICE OR YOUR ACCOUNT IS CLOSED, RESTRICTED, AMENDED, UNAVAILABLE OR OTHERWISE AFFECTED, WHETHER AS A RESULT OF YOUR REQUEST, BY MEMRICA PURSUANT TO THE PROVISIONS OF THESE TERMS OR FOR ANY OTHER REASON WHATSOEVER.

Disclaimer of Warranties, Limitations of Liability and Waiver

Whilst we want you to really enjoy using Memrica, we provide and maintain the Service, for personal use on an 'as is' and 'as available' basis and TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEMRICA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Please note that third party web sites and online services to which the Service links have not been verified or reviewed by Memrica and all use is made at your own risk.

Memrica gives no other warranty in connection with the Service and to the maximum extent permitted by law, Memrica excludes liability for:

- Content;
- any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which Memrica has been made aware of;
- the accuracy, currency or validity of information and material contained within any Content or the Service;
- any interruptions to or delays in updating the Service;
- any incorrect or inaccurate information on the Service;
- the infringement by any person of any intellectual property rights of any third party through any Content or use of the Service;
- the availability, quality, content or nature of external sites;
- any transaction involving external sites;
- any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using the Service, or any Content; and
- all representations, warranties, conditions and other terms which but for this notice would have effect.

Memrica does not warrant that the operation of the Service or any Content will be uninterrupted or error free.

Indemnity

You hereby indemnify, defend and hold Memrica and Memrica's officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or claims arising from your use of the Service, Content and any use of your user account. You shall use your best efforts to cooperate with Memrica in the defence of any claim. Memrica reserves the right, at Memrica's own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Termination

Without limiting any other rights it may have Memrica may remove, restrict, cancel or suspend access to and use of the Service and any part of it, if we consider that you have breached any of these Terms. If we do so your Content and all other data may no longer be accessible to you, but that Content and data may persist and appear within the Service (e.g., if your Content has been shared with others linked to your account).

To terminate your account please follow the instructions on the Account Settings section of the Service.

Policy on Privacy

Memrica's Privacy Policy is an important document as it explains what we do with your information and Content. Please take time to carefully read and understand the Privacy Policy.

About Memrica

Memrica is a company registered in England with company number: 08746103 and registered company address at Innovation Birmingham Campus, Faraday Wharf, Birmingham B7 4BB.

Contact Information

All questions, comments or enquiries should be directed:

By email to Memrica at support@memrica.com, and by post to its registered office.

We will endeavour to respond to any query or questions within two working days of receipt.

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