

Remap Mental Fitness Ltd.

Terms & Conditions

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This document explains the Terms & Conditions and Privacy Policy for Remap Mental Fitness Ltd. (aka Remap). It applies to all of Remap's products & services.

Topics

General Terms & Conditions	3
Sharing Information	3
Refund Policy - Guided Visualisation Recordings	3
Refund Policy - Mental Fitness Live	3
Refund Policy - For Organisations	3
Event Terms & Conditions	4
1. Definitions	4
2. Registration for Events	5
3. Attendance Requirements	6
4. Participant Obligations	7
5. Fees	7
6. Intellectual Property Rights	7
7. Technical Support for Online Events	7
8. Access to Online Events	8
9. Changes to Event	9
10. Cancellation and Substitution	9
11. Data Processing	9
12. Force Majeure	10
13. Limitation of liability	10
14. Assignment	11
15. Amendment	11
16. Entire Agreement	11
17. Governing Law and Dispute Resolution	11
Digital Products Terms & Conditions	12
1. Interpretation	12
2. Use of the Products	12
3. Reliance	13
4. Payment	13
5. Remap's Obligations	13
6. Intellectual Property	13
7. Data Protection	14
8. Liability	14
9. Notice	14

10. Assignment	14
11 . Variation	15
12. Termination	15
13. Governing Law & Jurisdiction	15
14. General	15
Privacy Policy	16
What data do we collect?	16
How do we collect your data?	16
How will we use your data?	16
How do we store your data?	16
What are your data protection rights?	17
What are cookies?	17
How do we use cookies?	17
What types of cookies do we use?	17
How to manage cookies	18
Privacy policies of other websites	18
Changes to our Terms & Conditions	18
How to contact us	18
How to contact the appropriate authority	18

General Terms & Conditions

Sharing Information

All data shared by you (the customer) with Remap should be accurate to the best of your knowledge. You should gain the relevant permission for any information you share about a third party.

Refund Policy - Guided Visualisation Recordings

The Full Terms for Guided Visualisation Recordings are described in Remap's Digital Products Terms & Conditions.

Refunds are not granted for guided visualisation recordings. Exceptions may be made on a case-by-case basis.

Refund Policy - Mental Fitness Live

The Full Terms for Mental Fitness Live are described in Remap's Event Terms & Conditions.

We provide full refunds for requests made over 1 week prior to the event. Requests made within 1 week prior to the event will be considered on a case-by-case basis. Tickets can be transferred to future events, if notice is received 1 week prior to the event. Refund requests made after the event will be considered on a case-by-case basis.

Refund Policy - For Organisations

Refunds for organisations will be considered on a case-by-case basis. Terms & Conditions for organisations will be agreed through contractual agreements on a case-by-case basis.

Event Terms & Conditions

These terms and conditions (the "Terms"), apply to all Participants at Events (in each case as defined below). Purchasing an Event ticket or attendance to an Event indicates your agreement to these Terms.

1. Definitions

In these Terms the following capitalised words and expressions have the meanings set out against them below:

- "we/us/our/Company": Remap Mental Fitness Ltd
- "Business Day": a day, not including a Saturday or Sunday, when ordinary banks are open for their full range of normal business in the United Kingdom.
- "Content": materials, data, information and products provided by the Company or its event partners at, relating to or forming part of the Event.
- "Data Protection Laws": any laws and regulations relating to the processing, privacy and use of personal data in connection with or pursuant to these Terms including, without limitation, a. To the extent the UK GDPR applies, the law of the United Kingdom or of part of the United Kingdom which relates to the protection of personal data or b. to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the parties is subject, which relates to the protection of personal data.
- "Event": an event operated by or on behalf of the Company including a conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training, Ancillary Events and Online Events.
- "Event Confirmation": our written (including digital) confirmation of your registration for a place at that Event.
- "Event Dates": the dates on which the Event is scheduled to take place.
- "Event Marks": trademarks and service marks owned by or licensed to the Company relating to the Event.
- "Event Sponsor": a person or company which has entered into a sponsorship agreement with the Company or its partners in relation to an Event.
- "Event Venue": the venue at which a physical Event is held.
- "Fee": the fee payable by a Participant (or Sponsor on behalf of a Participant) in order to attend an Event.
- "Force Majeure": has the meaning given in clause 12.
- "GDPR": Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

- “Group Company”: any of our subsidiaries or holding companies or subsidiaries of such holding companies, “subsidiary” and “holding company” having the meanings provided in section 1159 of the Companies Act 2006.
- “Intellectual Property Rights”: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.
- “Losses”: actions, damages, claims, liabilities, costs, losses and expenses (including, without limitation, reasonable legal fees).
- “Online Event”: an online, virtual or non-physical conference, exhibition, convention, congress, summit, seminar, webinar, meeting, workshop, award dinner, public training, private or bespoke training or other event.
- “Online Event Platform”: any website, platform, forum or other online environment used by the Company for the purposes of hosting an Online Event.
- “Online Event Platform Terms”: any additional terms and conditions applicable to registration to and/or attendance at an Event on an Online Event Platform.
- “Participant/You/Your”: an individual who attends an Event in any capacity other than as a representative of the Company or of the Event Venue or Online Event Platform.
- “Registration Details”: the personal data provided by Participants when they register to attend an Event.
- “Software”: the online software applications made available for access or download from our or our supplier’s or event partner’s websites in relation to any Event or Content.
- “Sponsor Delegate”: a Participant who attends an Event on behalf of or using an invite provided by an Event Sponsor using a delegate pass (including digital) issued to the Event Sponsor as part of the agreed sponsorship package, and any reference in these Terms to Participant shall include Sponsor Delegates unless expressly stated otherwise.

2. Registration for Events

2.1 Validly registering for an Event shall entitle you to admittance to that Event as a Participant, subject to these Terms. Any optional extras may incur an additional cost to the basic registration fee.

2.2 The Registration Details of each Ticket Purchaser must be registered with us not less than two hours before the start of the Event. We reserve the right to exclude from any Event any individual whose name does not appear on our register of Participants at the start of the Event.

2.3 If you register for an Event as a representative of a company or other organisation you confirm that you have authority to agree to these Terms on behalf of the company or other organisation. You shall also ensure Participant(s) from the company or other organisation attending the Event are made aware of and shall be bound by these Terms.

- 2.4 When registering for an Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by emailing ben@remapmentalfitness.com with your updated details.
- 2.5 It is your responsibility to inform us of any special access requirements or dietary requirements at the time of registration, and in any event no later than 5 working days in advance of the Event. Any dietary requests made less than 5 Business Days before an Event may not be available.
- 2.6 All registrations for Events are subject to availability and to acceptance by the Company at its absolute discretion.
- 2.7 Where an Event requires an event pass to enable entry, you may be required to provide evidence of your identity for your pass to be issued to you. The Company reserves the right to refuse entry or eject to Participants who fail to produce a ticket or valid ID when requested.
- 2.8 By attending the Event you acknowledge that photographs and filming may take place at the Event. The Company reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event please notify the Company team during the Event and we will use reasonable endeavours to comply with your request.
- 2.9 Participants must be over the age of 18.
- 2.10 Participants may not sell, transfer, or share their Event tickets without prior approval from the Company. Registered Participants may be substituted by other individuals at no extra cost by notice in writing to the Company at any time, subject to compliance with these Terms, including (without limitation) the need for any substitute individuals to provide Registration Details at least 2 business days in advance of attending the Event and subject to screening.

3. Attendance Requirements

3.1 Each Participant shall:

- (a) observe the rules, policies and procedures of the Event Venue including in relation to health and safety and any reasonable instructions issued by the Company and/or the management of the Event Venue and/or the Online Event Platform;
- (b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or the Company into disrepute;
- (c) ensure they have adequate insurance for their own requirements, including personal accident and travel insurance, prior to attending any Event; and
- (d) ensure they have all necessary travel documentation, including but not limited to visas and other entry permits into the country where the Event is held, and that they comply with all health formalities and any applicable laws.

3.2 You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of the Company. The Company is not obliged to provide any advice or assistance relating to the obtaining of visas. Failure by any Participant to obtain a visa to attend an Event shall not entitle him or her to a refund of any Fees.

4. Participant Obligations

4.1 The Company reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event or block them from an Online Event Platform without any liability for any reason and at its sole discretion.

4.2 The Company reserves the right to recover from you any loss or damage incurred or suffered by us, the Event Venue, the Online Event Platform or any other Participants as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.

5. Fees

5.1 Payment in full of any applicable Fees for the Event is due upon registration. If such payment is insufficient or declined for any reason, the Company may refuse entry to the Event.

5.2 Fees are exclusive of amounts in respect of any applicable value added tax (VAT) or similar sales tax. If VAT or other sales tax is chargeable, Participants shall be required to pay to the Company such additional amounts in respect of such tax as are chargeable in relation to the Fee.

5.3 Fee schedule rates are valid at the time of completion of registration provided that they are paid in full before the applicable expiration date. If the Fee for a completed registration is not paid in full before the next fee schedule comes into force, you will be charged a Fee calculated in accordance with the prevailing Fee schedule at the date of payment.

5.4 All Fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as may be required by law).

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of the Company or its third party content providers. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.

6.2 Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.

6.3 The Event Marks may not be used without the Company's prior written permission.

6.4 Any request for permission to republish, reprint or use for any other purpose any of the Content or Event Marks should be sent by email to ben@remapmentalfitness.com.

6.5 The Software belongs to the Company or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software and you must not install or use any Software unless you agree to the terms of such licence agreement.

7. Technical Support for Online Events

7.1 You are responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events or Content (where applicable). The Company is not responsible for the reliability or continued availability or speed or quality of the telephone or internet lines and/or equipment that you use to access and/or use any Event or Content.

7.2 In relation to any Events which require on-line internet access, such as webinars, forums, online or

virtual Events, it is your responsibility to ensure that your systems are compatible with our technology or the technology of our Online Event Platform prior to registering for such an Event.

7.3 The Company is not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility of our technology with your systems. Similarly, we are not liable or responsible for any delay, disruption or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond our control. Access to on-line Content may not be available as a result of downtime for repairs, maintenance and/or repairs to the Company's websites, Online Event Platforms and systems.

8. Access to Online Events

8.1 Participants who register for Online Events, or Events which otherwise grant access to online Content may be given usernames and passwords, as appropriate for the relevant Event. Attendance at an Online Event may be subject to additional Online Event Platform Terms. By attending an Online Event you are deemed to accept any such additional Online Event Platform Terms.

8.2 Except to the extent that a username and password is expressly intended for more than one person as confirmed by us in writing, Participants are not permitted:

(a) to share username and password details with any other person(s) (including for the avoidance of doubt, any other colleague, employee, partner, director, agent or representative of the Participant or your company); or

(b) to make their usernames and passwords available to multiple users on a network.

8.3 Participants are responsible for all access to any Event, Online Event Platform and/or use of any Content by them or anyone else using their usernames and passwords and for preventing unauthorised use of any such user names and passwords. If you believe there has been any breach of security (such as the disclosure, theft or unauthorised use of any user name, password or any payment information), you must notify us immediately by emailing ben@remapmentalfitness.com.

8.4 An Online Event may include discussion groups, virtual meeting rooms and other forums ("Interactive Areas") enabling interaction between Participants and Sponsors. We do not control and are not responsible for information and/or materials posted to Interactive Areas by Participants or Sponsors ("User-Generated Content") and cannot guarantee the veracity or accuracy of any such User-Generated Content. All use of the Interactive Areas is at your risk and you should not rely on User-Generated Content in any way.

8.5 You hereby grant the Company a non-exclusive, perpetual, royalty-free licence to use, reproduce, modify and/or sub-license all or any part of the User-Generated Content posted by you or any of your representatives. The Company may, without notice to you or any third party, delete, move or edit any such User-Generated Content or part of it. To the extent permitted under applicable law, you hereby waive all moral rights or rights of a similar nature in any jurisdiction in any User-Generated Content.

8.6 You are responsible for the content of the User-Generated Content which you contribute and must comply with the restrictions set out below when publishing it. We are under no obligation to monitor User Generated Content.

8.7 You may not, within the Interactive Areas post, publish, link to, upload, download, send, distribute, use or re-use any information or material which: (a) is obtained in breach of confidence or which contains confidential information or infringes any intellectual property rights or rights of privacy or other rights of any third party; (b) is offensive, threatening, abusive, indecent, defamatory, obscene; (c) is unlawful; (d) constitutes unsolicited advertising or promotional material of any type; (e) constitutes or contains a virus or other harmful component or malware; or (e) which is or could be taken to be the provision of advice (including, without limitation, healthcare advice).

8.8 You may not use any Interactive Area: (a) for any unlawful purpose; (b) to impersonate any person, company, group or entity or misrepresent a relationship to or with any of the same; or (c) to collect, store, disclose or otherwise process any personal data in relation to your use of any Interactive Area without the express consent of the relevant individual.

8.9 You agree to reimburse us for any losses, damages, costs and expenses which we may incur as a result of your publication of User-Generated Content.

9. Changes to Event

Although the Company's Event programmes are correct at the time of publication, we may exchange the format, Content, venue, speakers, hosts, moderators and/or timing of an Event, including a change from a physical Event to an Online Event. The Company shall use its reasonable endeavours to notify all Participants of any such changes prior to an Event.

10. Cancellation and Substitution

10.1 All cancellations by Participants must be received in writing no later than 7 days before the first day of the Event for a full refund of Participant Fees paid (less any charges communicated to the participant for the specific Event). We cannot accept verbal cancellations. Participants whose cancellations are received after this deadline will be considered at the discretion of the Company. Participants may nominate a substitute to attend an Event in his or her place, subject to clause 10.2 and their agreement and compliance with these Terms.

10.2 Notifications of cancellations and substitutions should be sent in writing to the Company contact designated in the Event Confirmation as soon as possible (and in any event at least five hours before the Event). Registration details for any substitute must be received by the Company at least five hours before the Event.

10.3 We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, subject to clause 12, we shall issue Participants with a full refund of relevant Fees paid by you. In the event of postponement, we shall offer you the option to re-register for the rescheduled Event or, subject to clause 12, issue you a full refund of relevant Fees paid by you. Our liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.

10.4 Refunds shall be issued back to the debit/credit card used for payment or by bank transfer. Refunds back to debit or credit card can only be processed within 60 days of the original transaction date. Refunds for earlier transactions may be processed by bank transfer.

11. Data Processing

11.1 In this clause 11 the terms "personal data", and "processing" shall have the meanings ascribed to them under the Data Protection Laws.

11.2 The Company shall:

- (a) comply with all applicable requirements of the Data Protection Laws;
- (b) process any personal data which it obtains or holds in relation to a Participant under or in relation

to these Terms for the purposes of carrying out its obligations under these Terms, in accordance with its privacy notice or as otherwise permitted by Data Protection Laws;

(c) stores & process data in line with the Privacy Policy of the Company.

11.3 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, administration (including before, after and during the Event), invoicing and payment, delegate lists, post-Event feedback, quality checks, Participant verification, research and polling.

11.4 In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event Venue management, the Online Event Platform, trainers, organisers, print houses, finance partners, connected communities, faculties, committees, Event service providers and external delivery partners. We may also share personal data in accordance with our privacy notice, including with Event Sponsors who may be based in any territory.

12. Force Majeure

12.1 In this clause, "Force Majeure" means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the Participants in their home countries resulting in a material percentage of the Participants being reasonably likely to be prevented from attending the Event.

12.2 If, as a result of Force Majeure, the Company cancels the Event, the Company shall use its reasonable endeavours to either (a) reschedule the Event; or (b) switch the Event from a physical Event to an Online Event, in each case to take place within two months of the original Event Dates.

12.3 If the Company is unable to reschedule the Event in accordance with clause 12.2, it shall refund the Participant Fees as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.

12.4 Without prejudice to the Company's obligation to refund any Fees to Participants, the Company accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal or impossible by or as a result of Force Majeure.

13. Limitation of liability

13.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

13.2 You agree that your access to any Event and your use of any of the Content is at your sole risk and responsibility and acknowledge that all Content is provided "as is" and "as available". The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for healthcare advice or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us and is not intended to be relied upon by users in making (or refraining from making) any specific healthcare or other decisions. Appropriate independent advice should be obtained before making any such decision.

13.3 Except as expressly stated in this Agreement, the Sponsor makes no express or implied warranty

or representation in connection with the Event.

13.4 Subject to clause 13.1, we shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses.

13.5 Subject to clause 13.1, the Company's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms shall not exceed the total amount of the Fees paid or payable under these Terms.

14. Assignment

14.1 We may, without your consent, assign, sub-contract or transfer any and all of our rights and obligations under these Terms to any Group Company or any entity which acquires a substantial part of the assets of our business.

14.2 Without prejudice to clause 14.1, we may sub-contract delivery of an Event to any Group Company which operates the business relating to the relevant information, publication or data product forming part of that Event.

14.3 You may not assign, sub-license or otherwise transfer any of your rights under these Terms without our prior written consent.

15. Amendment

We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance in accordance with clause 10 of these Terms.

16. Entire Agreement

These Terms together with the Privacy Policy and application or registration form (where relevant) state the entire agreement and understanding between you and the Company relating to your attendance at the Event and supersedes all previous terms, communications and discussions whether written or oral relating to that subject matter.

17. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

Digital Products Terms & Conditions

This Agreement contains the terms and conditions applicable to the use of any Products by You. By placing an Order for any Product, you agree to the terms and conditions of this Agreement.

1. Interpretation

1.1 Unless the context requires otherwise, the following definitions shall apply:

- **Agreement** means this agreement between You and Remap Mental Fitness Ltd;
- **Authorised User** means any person in Your organisation to whom access to a Product is provided in accordance with the terms of this Agreement;
- **Commencement Date** means the date upon which You place an order for a Remap digital product;
- **Force Majeure** means circumstances beyond the relevant party's control that prevent performance of the Agreement including any failure or breakdown of electronic systems upon which the provision of a Product is dependent;
- **Intellectual Property Rights** or IPR means any and all intellectual property rights including trademarks, copyright, moral rights, database rights, know-how and all other intellectual and proprietary information rights as may exist now or hereafter come into existence; all modifications, renewals, rights to apply for, renewals and extension of any of the foregoing arising under the laws of any country, state or jurisdiction in the world;
- **Order** means an order placed by You for the purchase of a Digital Product through Remap's website;
- **Price** means the amount to be paid by You to Remap for the Digital Product as quoted to You at the time You place an Order;
- **Digital Product or Product** means any materials (including but not limited to reports, audio files, video files, training programme, frameworks and/or other general information presented) which You purchase from Remap's website;
- **You** means yourself as an individual or any organisation on whose behalf you are placing an Order for a Product. Yours and Your shall be construed accordingly.

2. Use of the Products

2.1 Payment of the Price will entitle You to a royalty free, non-exclusive, non-transferable, non-sublicensable licence to use, download and store the Product(s). In respect of any element of the Product that comprises a template, you may for Your own internal purposes only make derivative works using the Product. You acknowledge that You have purchased a licence to use the Product, and that the grant of this licence does not constitute a transfer of ownership.

2.2 You may only use the Product for Your internal purposes in the course of Your own business, unless otherwise agreed in writing with Remap. You shall not forward (and shall procure that no Authorised User shall forward), via any means, any content provided by Remap to anyone other than Your Authorised Users.

2.3 It is your responsibility to ensure that you can access Remap's website and to have and maintain licences to use any software required to access any Product.

2.4 You may not, unless otherwise expressly permitted:

- a) sell, sub-licence, distribute, display, copy, disassemble, decompile, reverse engineer, translate, transfer, or otherwise make available any Product and/or its content to any other person;
- b) use any Product or its content to create any derivative works or products that could be considered competitive products;
- c) allow any third party to access, benefit or use any Product or its content in any way; or
- d) share any password, username or other access information that can be used to access any Product or its content.

2.5 You shall maintain all security measures as may reasonably be required to prevent any unauthorised access to or use of any Product.

2.6 Your rights under this Agreement may be revoked if You fail to comply with any of the terms of this Agreement, and upon notice of revocation You shall, and shall procure that Your Authorised Users and anyone else to whom you have provided access to any Product shall, immediately:

- a) cease to use or access the Product and its content; and
- b) destroy all copies of the Product, its contents and any information or derivative works which have been created or acquired by You as a result of or in connection with this Agreement.

2.7 You agree to indemnify Remap, its members, employees, officers and licensors against any and all liability arising from Your or any third party's unauthorised use of any Product or its contents provided to You and any use by You or any third party of any derivative works made by you.

3. Reliance

3.1 The Products are provided 'as is' for general information purposes only and do not constitute professional advice, and You should not rely on them as such. The Products may not be suitable for Your purposes.

3.2 All warranties, representations and obligations not set out in this Agreement (whether expressly or as implied by law) are hereby excluded to the maximum extent permitted by law.

4. Payment

4.1 Remap shall send You an invoice as soon as reasonably practicable after Your purchase of any Products.

4.2 The Price is inclusive of any chargeable VAT.

5. Remap's Obligations

5.1 Remap is not under any obligation to provide maintenance or support for any Product or its content.

6. Intellectual Property

6.1 Any Intellectual Property Rights (IPR) subsisting in the Products is and shall remain the sole property of Remap or, where applicable, its licensors. You acknowledge that all present and future

rights in and title to the Products, including the right to grant access to and use of the same, shall vest in Remap and, where applicable, its licensors.

6.2 You shall indemnify Remap from and against all costs and expenses (including reasonable legal expenses) arising from any claim that any derivative work that you create based on any Product infringes any third party's IPR. You agree to cooperate with Remap in the defence of any such claim at Your own expense.

7. Data Protection

7.1 To the extent that Remap processes any personal data provided by You in connection with this Agreement, Remap will do so in accordance with Remap's Privacy Policy and in accordance with any applicable data protection laws of the United Kingdom.

8. Liability

8.1 Nothing in this Agreement shall limit a party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot by law be limited.

8.2 Remap shall not be liable to You for any indirect, special, incidental and/or consequential loss and/or damage incurred by You in connection with your use of any Product.

8.3 Remap shall not be responsible for any loss, damage or other cost resulting from any decisions that are made in reliance on any Product including, without limitation, compliance and/or risk management decisions, and You acknowledge that any use of any Product or any of its contents are at Your own risk.

8.4 Remap excludes to the fullest extent permitted by law any liability whatsoever for any:

- a) loss of profit, business, revenue, goodwill and/or anticipated savings; and/or
- b) sanctions imposed upon You arising out of or in connection with Your non-compliance with any legal or regulatory requirements.
- c) BDO's total aggregate liability to You in connection with this Agreement shall be limited to the Price.

9. Notice

9.1 If You wish to provide notice under this Agreement, such notice must be emailed to ben@remapmentalfitness.com.

9.2 If Remap needs to provide You with notice under this Agreement, it shall be sent to You using the email address that You provided when placing Your Order. It is Your responsibility to ensure that Your details are up to date and correct.

10. Assignment

10.1 You may not assign, transfer, sub-licence or deal with any of Your rights or obligations under this Agreement without Remap's express permission.

11 . Variation

11.1 Remap may at its sole discretion update the terms of this Agreement from time to time on the Remap website. It is your responsibility to check the Remap website from time to time to ensure your compliance with any updated terms.

12. Termination

12.1 Remap may terminate this Agreement at any time where:

- a) You breach any material term of it, or
- b) Remap has reasonable grounds to believe that the performance of it may be unlawful or cause Remap and/or You to breach any legal, regulatory or professional requirement.

13. Governing Law & Jurisdiction

13.1 This Agreement and any dispute arising out of or in connection with it (whether contractual or non-contractual) shall be governed by the laws of England and Wales, and any dispute arising out of or in relation to this Agreement (whether contractual or non-contractual) shall be subject to the exclusive jurisdiction of the Courts of England.

14. General

14.1 This Agreement constitutes the entire agreement between Remap and You in relation to any Products This Agreement supersedes all previous discussions, correspondence, negotiations, understandings or agreements entered into by us in relation to any Products.

14.2 Subject to clause 8.1, You agree that You have not relied upon, nor will you have any claim in respect of any representation, warranty or condition that is not set out in this Agreement.

14.3 This Agreement does not grant any rights under the Contracts (Rights of Third Parties) Act 1999 to any third party to enforce any term of this Agreement.

14.4 In the event that any provision of this Agreement is deemed to be invalid or unenforceable, it shall be severed from the Agreement and shall not affect the validity and enforceability of any other term in this Agreement.

14.5 No failure by Remap to exercise any right under this Agreement or to take action against You in the event of a breach of this Agreement shall constitute a waiver of such right or any other rights under this Agreement.

Privacy Policy

What data do we collect?

Our Company collects the following data:

- Name (first and last name);
- Email address;
- Phone number;
- Referral information i.e. how you found out about us. For example, through social media;
- Payment information (last 4 digits of bank card & postal address are stored);
- Any other information you directly provide us with based on your interaction with Remap.

How do we collect your data?

You directly provide Our Company with most of the data we collect. We collect data and process data when you:

- Register online for services e.g. our mailing list;
- Complete the mental fitness check-in;
- Voluntarily complete a customer survey or provide feedback;
- Participate in Remap events or workshops held either in-person or online;
- Use or view our website via your browser's cookies.

How will we use your data?

Our Company collects your data so that we can:

- To send you emails through our weekly newsletter & about upcoming events or announcements;
- For statistical data that may be used in future presentations or documents shared for marketing purposes (personal Identity data will not be shared unless explicit consent is sought and given).

How do we store your data?

Remap securely stores your data on online services (such as Digital Ocean, Squarespace and Google Drive). All are protected using multi-factor authentication. The data will only be downloaded onto password secured hardware (i.e. our personal devices) to process.

Remap may keep your data indefinitely. However, we reserve the right to delete your data at any point such as if we deem it to be no longer of use or in line with regulatory changes. We will delete your data by electronically wiping the data stored on hardware and digitally deleting records stored in our online services.

You have the right at any time to stop Remap from collecting, storing, processing and sharing your data. If you no longer wish for Remap to use your data, email:

ben+customer_data@remapmentalfitness.com

What are your data protection rights?

Remap would like to make sure you are fully aware of all of your data protection rights. Every user is entitled to the following:

- **The Right to Access** - You have the right to request Remap for copies of your personal data.
- **The Right to Rectification** - You have the right to request that Remap correct any information you believe is inaccurate. You also have the right to request Remap to complete information you believe is incomplete.
- **The Right to Erasure** - You have the right to request that Remap erase your personal data, under certain conditions.
- **The Right to Restrict Processing** - You have the right to request that Remap restrict the processing of your personal data, under certain conditions.
- **The Right to Object to Processing** - You have the right to object to Remap's processing of your personal data, under certain conditions.
- **The Right to Data Portability** - You have the right to request that Remap transfer the data that we have collected to another organisation, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at our email: ben+customer_data@remapmentalfitness.com

What are cookies?

Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. When you visit our websites, we may collect information from you automatically through cookies or similar technology.

For further information, visit allaboutcookies.org

How do we use cookies?

Our Company uses cookies in a range of ways to improve your experience on our website, including:

- Keeping you signed in;
- Understanding how you use our website.

What types of cookies do we use?

There are a number of different types of cookies. Our website uses:

- **Functionality** - Our Company uses these cookies so that we recognize you on our website and remember your previously selected preferences. These could include what language you prefer and location you are in. A mix of first-party and third-party cookies are used.
- **Analytics** - Our Company uses these cookies so that we can analyse patterns about who uses our website and how they use it. These cookies are used by Squarespace and Google Analytics.

How to manage cookies

You can set your browser not to accept cookies and the website below tells you how to remove cookies from your browser. However, in a few cases, some of our website features may not function as a result.

For further information, visit allaboutcookies.org

Privacy policies of other websites

The Remap website contains links to other websites. Our privacy policy applies only to our website, so if you click on a link to another website, you should read their privacy policy.

Changes to our Terms & Conditions

Our Company keeps its Terms & Conditions under regular review and places any updates on our [Terms & Conditions page](#). This privacy policy was last updated on 21st March 2024.

How to contact us

If you have any questions about Remap's privacy policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact us.

Email us at: ben+customer_data@remapmentalfitness.com

How to contact the appropriate authority

Should you wish to report a complaint or if you feel that Our Company has not addressed your concern in a satisfactory manner, you may contact the Information Commissioner's Office.

<https://www.ico.org.uk>

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF