

APP TERMS AND CONDITIONS

Version number: 1.1

Effective Date: 28- March -2025

1. Who we are

- 1.1 We are Thrive App Ltd. Our company information is at the end of this document.

2. What this is all about

- 2.1 These are our terms and conditions which apply to our Service (explained below). Please read the entire document carefully and contact us if anything is unclear. We've tried to make it user-friendly but please note that the summaries/explanations for each section in capitals aren't a substitute for the rest of the text. Please save a copy for future reference. These terms are only available in English and they replace any previous versions.

3. Some definitions

THIS SECTION TELLS YOU WHAT CERTAIN WORDS MEAN WHEREVER THEY ARE USED WITH A CAPITAL LETTER IN THIS DOCUMENT

- “Consumer” - an individual acting for purposes which are wholly or mainly outside that person's trade, business, craft or profession.
- “Content” - all information of whatever kind that is displayed, stored or sent on or in connection with our Service or generated by our Service.
- “Mobile App” – the Thrive mobile application.
- “Service” – our Mobile App and any related services.
- “Store” – the app distributor from which you download our Mobile App (e.g., Apple App Store, Google Play App Store).
- “Store Terms” – any applicable terms, rules or policies of the relevant Store.
- “User” - people or organisations using our Service (whether or not registered with us).

4. IMPORTANT WARNING

HERE IS SOME CRUCIAL INFORMATION THAT WE WANT TO TELL YOU ABOUT RIGHT AT THE START

- 4.1 You agree to consult a qualified health professional before using the App, especially if you are pregnant or have an illness/disability or are over 65.
- 4.2 We are not doctors or medical practitioners. While we believe that our Service can be beneficial in many ways, it is not intended to diagnose, prevent, or treat any medical condition, to ascertain the state of your

health, or to be used as a substitute for medical advice and we make no promise that the Service provides therapeutic benefit or that any particular “wellness” objective will be achieved. You agree that you will not rely on any advice or statements by us relating to your health and that you will take advice from a qualified health professional whenever appropriate.

4.3 You agree to the following:

- Do not push yourself beyond your ability and listen to your body.
- Do not exercise if you are feeling unwell for any reason (e.g., cold or fever).
- Stop if you feel unwell or faint or are in pain and seek immediate medical attention if necessary (e.g., chest pain, dizziness, severe shortness of breath).

5. How you enter a legal contract with us

THIS SECTION TELLS YOU HOW AND WHEN YOU BECOME LEGALLY BOUND BY A CONTRACT WITH US

5.1 By downloading our Mobile App, you enter into a legal contract with us.

5.2 These terms and conditions are an “end user licence agreement” between you and us (not the Store) in relation to our Mobile App (i.e., setting out how we allow you to use our Mobile App). We, and not the Store, are solely responsible for the Mobile App and its content. You agree that the Store has no obligation to supply any maintenance or support services in relation to the Mobile App.

6. Consumer legal right to cancel (“cooling off”)

IN SHORT: CONSUMERS MAY HAVE THE RIGHT TO GET OUT OF THE CONTRACT WITHIN THE FIRST 14 DAYS

6.1 If you are a Consumer, you may have the legal right to cancel this contract within 14 days of the start of the contract if you comply with the requirements explained in the Annex at the end of this document.

6.2 However, you lose the right to cancel where the supply of digital content (i.e., streamed content) began before the end of cancellation period with your specific agreement, and you agreed that your right to cancel would be lost in such case.

7. Your right to use our Service

THIS SECTION SETS OUT CERTAIN LIMITS ON YOUR RIGHT TO USE OUR SERVICE

- 7.1 We grant you a limited personal non-transferable right to use our Service on any applicable device owned or controlled by you subject to these terms and conditions.
- 7.2 You agree to comply with the applicable Store Terms. If our usage rules conflict with the Store Terms, the latter take priority. If you download the Mobile App from Apple, you can only use it on Apple-branded devices that you own or control except in the case of other accounts associated with you via family sharing or volume purchasing. You can find the Store terms here:
<https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>
https://play.google.com/intl/en_uk/about/play-terms/index.html
- 7.3 You agree to comply with any other applicable third party terms when using our Service.
- 7.4 You must not use, or attempt to register on, our Service if you are below 16 years of age.
- 7.5 You may only use any trial period for the purpose of a genuine assessment of the Service. You must not attempt to use the Service for more than one trial period. We can cancel your trial if we find that you have had access to a previous one.

8. Standard of Service

THIS SECTION SETS OUT THE LEGAL STANDARD OF SERVICE THAT WE PROMISE YOU

- 8.1 Subject to the rest of these terms, we agree to provide our Service with reasonable skill and care.

9. Changing these terms and conditions

IN SHORT: WE CAN CHANGE THESE TERMS BUT YOU MAY HAVE CERTAIN OPTIONS IF YOU DISAGREE

- 9.1 We may change these terms and conditions at any time. We will give you reasonable notice before they take effect by posting them on our website and/or communicating them to you by email or otherwise.
- 9.2 If you don't agree to the new terms and the changes are important and not intended to reflect changes to law/regulation, you can email us (to the address below) to end this contract on the day before the new terms take effect.

10. Behaviour when using our Service

THIS SECTION SETS OUT THE BEHAVIOUR AND OTHER REQUIREMENTS TO USE OUR SERVICE

- 10.1 You agree not to do any of the following in connection with our Service:
- break the law or infringe anyone else's rights;
 - impersonate anyone;
 - use our Service to help you compete with us or to infringe our rights;
 - use our Service for any commercial purpose;
 - disrupt our Service, e.g., spam, viruses or phishing;
 - interfere with or damage our Service or gain unauthorised access to any part of our system, data, passwords or otherwise;
 - intercept, modify or impede communications;
 - impose an unreasonable load on our Service;
 - deliberately exploit any bugs;
 - get around any security features including those designed to stop copying of Content; or
 - attempt, encourage or assist any of the above.
- 10.2 You agree to:
- comply with the guidance/requirements on our Service; and
 - provide prompt and reasonable cooperation in relation to our Service.
- 10.3 You agree to ensure that any contact or other information that you supply to us is accurate and not misleading and you will tell us immediately if there are any important changes.

11. Your Content

THIS SECTION CONTAINS CERTAIN PROMISES BY YOU REGARDING YOUR CONTENT AND GIVES US SOME RIGHTS INCLUDING TO REMOVE/DELETE/DISCLOSE THE CONTENT IN CERTAIN CIRCUMSTANCES

- 11.1 You are responsible for your Content.
- 11.2 You agree that you have (and will keep) all rights needed to enable us to use your Content as contemplated by the Service and these terms and conditions.
- 11.3 Provided we comply with data protection law), we are entitled (without telling you or giving you a refund) to reject, suspend, alter, remove or delete Content for any reason and to disclose to the police or other relevant authorities or to a complainant any Content or behaviour provided we are legally permitted to do so.

11.4 We are entitled to delete your Content if you are not currently a subscriber and your account has been inactive for at least twelve months or any alternative period we decide.

11.5 Uninstalling the Mobile App may result in deletion of all Content on your device.

12. Other peoples' services / advertising / websites

IN SHORT: WE AREN'T RESPONSIBLE FOR ADVERTISING ETC BY OTHER PEOPLE ON OUR SERVICE

12.1 We may display other peoples' services, advertising and/or links to other websites. We do not recommend or endorse, nor are we legally responsible for, any of these. You use them at your own risk.

13. If you create an account on our Service

IN SHORT: YOU ARE RESPONSIBLE FOR YOUR ACCOUNT AND MUST KEEP IT CONFIDENTIAL

13.1 Unless otherwise specifically stated on our Service, your account is for your personal use only and is non-transferable. You agree not to allow anyone else to use your account.

13.2 You agree to take reasonable care to keep your login information confidential and to tell us immediately of any apparent breach of security such as loss or misuse of a password. You are responsible for unauthorised people who use your account or identity (unless and to the extent that we are at fault).

14. Paying us

THIS SECTION COVERS YOUR PAYMENT OBLIGATIONS INCLUDING AUTO-RENEWAL OF SUBSCRIPTIONS AND PRICE CHANGES

14.1 Payment is in advance on subscription. Prices, subscription periods and payment methods are as explained on our Service. The prices shown include any applicable VAT or other sales tax unless we say otherwise.

14.2 You are legally committed to start paying us once we confirm your order.

14.3 If we have mispriced any part of our Service, we are not obliged to supply the Service at that price provided we notify you. If we do notify you, then you can decide if you want to continue with the Service at the correct price.

- 14.4 Your subscription will continue to be auto-renewed for the subscription period you signed up to unless you end your subscription with effect from the next renewal date by following the instructions on our Service. Ending your subscription does not entitle you to a refund (unless Consumer cooling off rights apply).
- 14.5 If you are on an annual subscription, your subscription will continue to be auto-renewed annually unless this contract ends (as explained below).
- 14.6 You authorise us and our payment provider to place a hold on, or charge, your payment card for the relevant amounts or otherwise take payment whenever payments are due in accordance with this agreement. It is your responsibility to update your payment card details as necessary.
- 14.7 We may at any time change our subscription prices. We will give you notice by email at least one month before any price change takes effect. If you do not agree with the new price, you should end your subscription. Otherwise, the next renewal of your subscription after our notice will be at the new price.
- 14.8 You must contact us immediately with full details if you dispute any payment.
- 14.9 You agree that you are legally bound by the terms and conditions of any payment providers whose services you use on our Service. We aren't responsible for what they do or don't do.

15. Discount codes

THIS SECTION TELLS YOU HOW YOU ARE ALLOWED TO USE DISCOUNT CODES ON OUR SERVICE

- 15.1 You can only use codes to make purchases through the account for which the discount code was offered and registered. You must not sell or transfer codes to anyone else.
- 15.2 Unless we say otherwise: codes expire after 30 days, they can only be used once for future new orders placed online and you can only use one discount code per transaction.
- 15.3 We may suspend or cancel codes and/or cancel any relevant purchase and/or close any relevant account if we think that the codes have been used fraudulently, illegally or in breach of our terms and conditions or if a relevant payment is charged back or otherwise cancelled or reversed or if.

- 15.4 Codes are subject to any additional specific terms and conditions which we tell you about at the point of issue. We can discontinue or change any discount scheme codes at any time without telling you beforehand.

16. Ending or suspending this contract

THIS SECTION TELLS YOU WHEN THIS CONTRACT CAN END OR BE SUSPENDED AND, IF SO, WHAT HAPPENS

- 16.1 You can end this contract at any time by emailing us to the email address shown below or deleting your account as explained on our Service, and by uninstalling the Mobile App from all of your devices. (This doesn't entitle you to a refund unless you have Consumer "cooling off" rights, explained above.)
- 16.2 We can end this contract or suspend part or all of our Service or impose restrictions on our Service if:
- you break this contract;
 - any fees payable by you are unpaid or charged back;
 - acting reasonably, we think that it is necessary to protect you, us or others;
 - we are required to do so by applicable law or regulation or to comply with an order, instruction or request from a competent authority; or
 - you or anyone on your behalf acts inappropriately towards us or our staff or subcontractors.
- 16.3 We are entitled at any time to end this contract if we terminate our Service as a whole if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.
- 16.4 If this contract ends:
- Your right to use our Service and all licences are terminated.
 - We are allowed to delete your Content without telling you.
 - Existing rights and liabilities are unaffected.
 - All terms in this contract that are stated or intended to continue after termination will continue to apply.

17. If our Service doesn't work properly

IN SHORT: WE DON'T PROMISE THAT OUR SERVICE WILL BE ERROR-FREE

- 17.1 We do not guarantee that the Service will be uninterrupted or error-free.
- 17.2 We are entitled without notice and without liability to suspend the Service for repair, maintenance, improvement or other technical reason. For any planned maintenance we will try to provide reasonable notice.

18. Compatibility of Mobile App

IN SHORT: WE DON'T GUARANTEE OUR MOBILE APP IS OR WILL REMAIN COMPATIBLE WITH YOUR DEVICE

- 18.1 We do not guarantee that the Mobile App is or will be compatible with any particular kind of mobile device or associated operating system (OS). You must check that the Mobile App works on your applicable device before you subscribe. You acknowledge that the supplier of the device or OS may issue an update that causes our Mobile App to stop working. We may issue Mobile App updates through the Store; if so, you may not be able to use our Mobile App properly or at all until you have downloaded the update, which may be subject to agreement to new terms and conditions. It is your responsibility to frequently monitor for Mobile App updates and to install them as soon as they become available.

19. Restrictions on our legal responsibility – very important

THIS SECTION LIMITS OUR LEGAL RESPONSIBILITY IN VARIOUS WAYS AND MAKES YOU RESPONSIBLE FOR CERTAIN LOSSES WE SUFFER, EG IF YOU BREAK THE CONTRACT

- 19.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for anything which may not legally be excluded or limited. In this section, any reference to us includes our officers, employees and subcontractors, who have the right to enforce this agreement.
- 19.2 Subject to the above we shall not be liable for any loss or damage where:
- there is no breach of a legal duty owed to you by us;
 - such loss or damage was not reasonably foreseeable (meaning it was not an obvious consequence of our breach or not contemplated by you and us at the time we entered into this contract);
 - (and to the extent that) such loss or damage is your fault, for example by not complying with this agreement; or
 - such loss or damage relates to a business of yours.
- 19.3 You will be responsible to us for any reasonably foreseeable loss or damage we suffer (including claims made by other people) resulting from your breach of this agreement or misuse of our Service.

20. Intellectual property rights (IP)

THIS SECTION CONFIRMS THAT WE REMAIN OWNER OF COPYRIGHT AND OTHER IP RIGHTS IN OUR CONTENT AND SETS OUT HOW WE ALLOW YOU TO USE THE CONTENT

- 20.1 We and/or our partners own the IP in all Content (excluding your Content) used that we use on or in connection with our Service (including our audios and videos). Let's call this "our Content".
- 20.2 You may view or listen to our Content on your device for your private personal, non-commercial use only. Except to the extent that these terms or the functionality of our Service (e.g., sharing buttons) specifically allow you or we give you clear written permission, you must not otherwise use any part of our Content including by copying, recording, publishing (on the Internet or otherwise), selling or altering it, taking extracts from it or passing any of it on to other people. You must not misrepresent the ownership or source of our Content, for example by changing or removing any legal notices or author attributions.
- 20.3 Just to be clear - you must not collect, scrape, harvest, frame or deep-link to our Content without our specific prior written consent.
- 20.4 You must not reverse-engineer or decompile our Mobile App in any way (except to the extent allowed by applicable law). You must not alter or create or use a modified or derivative version of our software or distribute or sublicense our software to third parties.

21. Your personal information

IN SHORT: OUR PRIVACY POLICY APPLIES

- 21.1 You agree that we can deal with your personal information in accordance with our [Privacy Policy](#) which may change from time to time.

22. Things we can't control

IN SHORT: WE AREN'T RESPONSIBLE FOR "ACTS OF GOD"

- 22.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics.

23. Transferring this contract to someone else

IN SHORT: WE CAN PASS THIS CONTRACT TO SOMEONE ELSE BUT YOU NEED OUR PERMISSION TO DO LIKEWISE

- 23.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

24. English law and courts

**IN SHORT: ENGLISH LAW APPLIES AND ONLY UK COURTS CAN
ADJUDICATE ON DISPUTES**

- 24.1 This contract is under English law and any disputes will be decided only by the courts of the United Kingdom. If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions affects your rights as a Consumer to rely on such mandatory provisions of local law.

25. General

HERE ARE SOME GENERAL BUT IMPORTANT POINTS THAT APPLY

- 25.1 We may send all notices under this agreement by email to the most recent email address you have given us. You can send notices to our email address shown below. Headings used in this agreement are for information and not binding. If any part of this agreement is ineffective or unenforceable for any reason, the rest of the agreement will still apply. If either of us overlooks any breach of this agreement by the other, it can still be actioned later. A person who is not a party to this agreement can't enforce it unless the agreement says otherwise. The parties are independent contractors and, except as otherwise specifically stated above, nothing in this agreement makes any party an agent, employee or representative of the other.

26. Extra Apple legal terms

HERE ARE SOME ADDITIONAL LEGAL TERMS REQUIRED BY APPLE
REGARDING OUR MOBILE APP

- 26.1 We, not Apple, are responsible for addressing your claims or the claims of any third party relating to the Mobile App or the end-user's possession and/or use of that Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation including use of HealthKit and HomeKit frameworks.
- 26.2 If any third party claim that the Mobile App or your possession and use of the Mobile App infringes their intellectual property rights, we, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- 26.3 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- 26.4 You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this agreement, and that the Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.

27. Complaints

- 27.1 If you have any complaints, please contact us via the contact details shown below.

28. Information about us

- 28.1 Company name: Thriive App Ltd
 28.2 Trading name: “Thriive App”
 28.3 App name: “Senvi”
 28.4 Country of incorporation: England and Wales
 28.5 Registered number: 15777481
 28.6 Registered office and contact address: Office 1, Izabella House, 24-26 Regent Place, Birmingham, United Kingdom, B1 3NJ
 28.7 Contact email address: contact@senvi.app
 28.8 Other contact information: See our website/contact page

ANNEX – COOLING OFF

YOUR RIGHT TO CANCEL THIS CONTRACT

The following applies ONLY if you have the legal right to cancel this contract (as explained above).

Right to cancel

1. You have the right to cancel the contract within 14 days without giving any reason.
2. The cancellation period will end after 14 days from the day when we enter a legal contract with you (as explained above – “How you enter a legal contract with us”).
3. To exercise the right to cancel, you must tell us Thriive App Ltd, Office 1, Izabella House, 24-26 Regent Place, Birmingham, B1 3NJ, UK (email address above) of your decision to cancel the contract by a clear statement (e.g., a letter sent by post or e-mail). You may use the model cancellation form below, but you don’t have to.
4. To meet the cancellation deadline, you must send your communication telling us you want to cancel before the cancellation period ends.

Effects of cancellation

5. If you cancel the contract, we will refund to you all payments received from you.
6. The refund will be made without undue delay, and no later than 14 days after the day we receive your notice to cancel the contract.
7. The refund will be made using the same means of payment you used for the initial transaction, unless you expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.
8. If you asked us to start performing the services during the cancellation period, you must pay us an appropriate proportion of the payment to cover services performed until the point when you tell us you want to cancel the contract.

MODEL CANCELLATION FORM

Complete and return this form only if you wish to cancel the contract:

— To Thrive App Ltd, Office 1, Izabella House, 24-26 Regent Place, Birmingham, B1 3NJ, UK (email address above):

— I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/ for the supply of the following service [*],

— Ordered on [*]/received on [*],

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

[*] Delete as appropriate