
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use Progress ("Our Mobile App"). Please read these Terms and Conditions carefully and ensure that you understand them. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Mobile App immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Account" | Means an account required to access and use Our Mobile App, as detailed in Clause 4; |
| "Content" | means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Mobile App; |
| "Contract" | means the contract between Us and you for the purchase and sale of a Subscription to Our Mobile App, as explained in Clause 6; |
| "Order" | means your order for a Subscription; |
| "Subscription Confirmation" | means Our acceptance and confirmation of your Order; |
| "Subscription" | means a subscription to access Our Mobile App, purchased in accordance with these Terms and Conditions; |
| "User" | means a user of Our Mobile App; |
| "User Content" | means measurements and photos created or added in Our Mobile App; and |
| "We/Us/Our" | means Lasmit TLB Ltd, a limited company registered in England under company number 08391399, whose registered address is Hollies Way Thurnby Leicester Leicestershire United Kingdom LE7 9RJ. |

2. Information About Us

2.1 Our Mobile App is owned and operated by Lasmit TLB Ltd, a limited company registered in England under company number 08391399, whose registered address is Hollies Way Thurnby Leicester Leicestershire United Kingdom LE7.

3. Access and Changes to Our Mobile App

3.1 Access to some features of Our Mobile Mobile requires a Subscription. Upon

purchasing a Subscription, these features will be available to you for the duration of that Subscription and any and all subsequent renewals.

3.2 We may from time to time make changes to Our Mobile App:

3.2.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. However they will be unlikely to materially affect your use of Our Mobile App;

3.2.2 As detailed in our App Store listing, We will continue to develop and improve Our Mobile App over time, in some cases making significant changes to it.

4. Accounts

4.1 An Account is not required to use Our Mobile App.

4.2 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the Data Protection Act, as set out in Clause 21.

5. Subscriptions, Pricing and Availability

5.1 We make all reasonable efforts to ensure that all general descriptions of the services available from Us (specifically, Our Mobile App) correspond to the actual services that will be provided to you.

5.2 All pricing information is correct at the time of publication. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes will not affect Subscriptions that have already been purchased, but may affect renewals of Subscriptions.

5.3 All prices include VAT or applicable taxes.

6. Subscriptions

6.1 Subscription grants access to extra features described within the app

6.2 There is one subscription level with the following two pricing options:

- \$0.99 per month
- \$5.99 per year

6.3 These prices are for United States customers. Pricing in other countries may vary and actual charges may be converted to your local currency depending on the country of residence.

7. Subscription Payment

7.1 Payment will be charged to iTunes Account at confirmation of purchase

7.2 Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period

7.3 Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal

7.4 Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase

8. Cancellation

- 8.1.1 Details on managing and cancelling your subscription can be found on Apple's website: <https://support.apple.com/en-gb/HT202039>

9. Our Intellectual Property Rights and Licence

- 9.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Mobile App to record their weight, body measurements and progress photos for personal (including research and private study) and business purposes, subject to these Terms and Conditions.
- 9.2 Subject to the licence granted to Us under sub-Clause 12.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third party rights in that User Content and the terms of any licence under which you use such Content).
- 9.3 All other Content included in Our Mobile App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 9.4 By accepting these Terms and Conditions, you hereby undertake:
 - 9.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Mobile App;
 - 9.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Mobile App;
 - 9.4.3 Not to allow or facilitate any use of Our Mobile App that would constitute a breach of these Terms and Conditions

10. Links to Our Mobile App

- 10.1 You may link to Our Mobile App provided that:
 - 10.1.1 You do so in a fair and legal manner;
 - 10.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 10.1.3 You do not use any of Our logos or trade marks (or any others displayed on Our Mobile App) without Our express written permission; and
 - 10.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 10.2 You may not link to Our Mobile App from any other website the content of which contains material that:
 - 10.2.1 Is sexually explicit;
 - 10.2.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 10.2.3 Promotes violence;
 - 10.2.4 Promotes or assists in any form of unlawful activity;

- 10.2.5 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
- 10.2.6 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 10.2.7 Is calculated or is otherwise likely to deceive another person;
- 10.2.8 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
- 10.2.9 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);
- 10.2.10 Implies any form of affiliation with Us where none exists;
- 10.2.11 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or
- 10.2.12 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

11. Links to Other Content

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

12. User Content

- 12.1 You agree that you will be solely responsible for any and all User Content that you create using Our Mobile App. Specifically, you agree, represent and warrant that you have the right to create the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 14.
- 12.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 12.1. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 12.3 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein.
- 12.4 If you wish to remove User Content, you may do so by uninstalling Our Mobile App. Be aware that if you delete Our Mobile App all of the data created with it will be permanently deleted.
- 12.5 You agree that all user content is stored locally on your iPad or iPhone
- 12.6 We strongly recommend that you make regular backups of your device either with iCloud backups (recommended) or iTunes

13. Intellectual Property Rights and User Content

- 13.1 All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 13.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another User's User Content without first obtaining the express consent of the User to whom the User Content in question belongs.

14. Acceptable Usage Policy

- 14.1 You may only use Our Mobile App in a manner that is lawful and that complies with the provisions of this Clause 14. Specifically:
 - 14.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
 - 14.1.2 You must not use Our Mobile App in any way, or for any purpose, that is unlawful or fraudulent;
 - 14.1.3 You must not use Our Mobile App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and
 - 14.1.4 You must not use Our Mobile App in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 14.2 The following types of User Content are not permitted on Our Web Mobile and you must not create, submit, communicate or otherwise do anything that:
 - 14.2.1 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - 14.2.2 promotes violence;
 - 14.2.3 promotes or assists in any form of unlawful activity;
 - 14.2.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 14.2.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 14.2.6 is calculated or otherwise likely to deceive;
 - 14.2.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
 - 14.2.8 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 14.2);
 - 14.2.9 implies any form of affiliation with Us where none exists;
 - 14.2.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

14.2.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

14.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

15. Advertising

15.1 We may feature advertising within Our Mobile App and We reserve the right to display advertising on the same page as any User Content.

15.2 Advertisements will not be shown to customers who Subscribe to Pro features.

15.3 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.

15.4 We are not responsible for the content of any advertising in Our Mobile App. Google AdMob is responsible for the content of advertising material. We will not be responsible for any advertising in Our Mobile App including, but not limited to, any errors, inaccuracies, or omissions.

16. Problems with Our Mobile App and Consumers' Legal Rights

16.1 If you have any questions or complaints regarding Our Mobile App, please email Us at help@lewismakesapps.com.

17. Disclaimers

17.1 No part of Mobile App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to losing weight, gaining muscle or body building.

17.2 Subject to your legal rights if you are a consumer (as summarised above in Clause 16), insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Mobile App will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

17.3 We make reasonable efforts to ensure that the content contained within Our Mobile App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Mobile App (and the content therein) is complete, accurate or up-to-date.

18. Our Liability

18.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will occur or was contemplated by you and Us when the Contract between us was formed.

18.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for

breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Mobile App or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our Mobile App.

- 18.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 18.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Mobile App or any Content (including User Content) included in Our Mobile App.
- 18.5 If you are a business, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 18.6 We exercise all reasonable skill and care to ensure that Our Mobile App is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Mobile App (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.
- 18.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Mobile App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 18.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

19. Viruses, Malware and Security

- 19.1 We exercise all reasonable skill and care to ensure that Our Mobile App is secure and free from viruses and other malware. We do not, however, guarantee that Our Mobile App is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 18.6.
- 19.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 19.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Mobile App.
- 19.4 You must not attach Our Mobile App by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 19.5 By breaching the provisions of sub-Clauses 19.3 to 19.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities

and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Mobile App will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

20. Privacy and Cookies

The Use of Our Mobile App is also governed by Our Privacy Policy, available from <https://theprogressapp.com/privacy>. This policy is incorporated into these Terms and Conditions by this reference.

21. Data Protection

21.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.

21.2 We may use your personal information to:

21.2.1 Reply to any communications that you send to Us;

21.3 We will not pass your personal information on to any third parties unless compelled to do so by law enforcement agencies.

22. Other Important Terms

22.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

22.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

22.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

22.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

22.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

23. Changes to these Terms and Conditions

23.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of Our Mobile App after the

changes have been implemented. You are therefore advised to check this page from time to time.

- 23.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

24. Contacting Us

To contact Us, please email Us at help@lewismakesapps.com.

25. Law and Jurisdiction

- 25.1 These Terms and Conditions and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 25.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.
- 25.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.