

BeWell Catalyst Platform Agreement

Version 1.4 — 16 July 2026

This Platform Agreement ("Agreement") is entered into between **BeWell IT Limited**, company number 16095961, registered in England and Wales ("BeWell IT", "we", "our", "us") and the practitioner, organisation, or institution subscribing to the BeWell Catalyst platform ("you", "your", the "Subscriber").

By subscribing to and using the BeWell Catalyst platform ("Platform"), you agree to be bound by this Agreement.

1. Definitions

- **Platform:** The BeWell IT white-label wellbeing platform (currently branded 'BeWell Catalyst'), including web, desktop, and mobile application features, and associated services. References in this Agreement to "BeWell Catalyst" are references to the Platform's current trading name and shall be construed accordingly if the trading name changes in accordance with Section 18.
- **Subscriber Content:** Any materials, courses, programmes, media, or text you create, upload, or manage through the Platform.
- **End Users:** Individuals who access your courses or programmes through the Platform (e.g. students, participants, clients).
- **Organisation:** The dedicated space within the Platform created by BeWell IT to represent the Subscriber and their content. Each Subscriber operates within their own Organisation.
- **Subscription Tier:** The service level you subscribe to (Practitioner Tier, Organisation Tier, or Academic Research Tier).
- **Subscription Period:** The billing cycle of your subscription (monthly or annual).
- **Course Sales:** The optional Platform feature through which you sell places on your courses or programmes to members of the public, with payment taken by direct charge on your own Stripe Connected Account, as described in Section 4.6.
- **Purchaser:** An individual who buys, or attempts to buy, a place on one of your courses or programmes through Course Sales. A Purchaser becomes an End User when they claim their purchase and access your programme.
- **Stripe Connected Account:** The Stripe account created for your Organisation through the Platform's payments onboarding and held in your name, governed by your direct agreement with Stripe (the Stripe Connected Account Agreement, available at stripe.com/gb/legal/connect-account, and the Stripe Services Agreement).

2. Roles and Responsibilities

BeWell IT operates in different data protection roles depending on the context. This Agreement and the accompanying Data Processing Agreement ("DPA") should be read together in light of these roles.

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Registered Office: 68 Queens Road, Feltham TW13 5AR, United Kingdom

2.1 Your Programme Data (BeWell IT acts as Processor)

When your End Users interact with your courses and programmes on the Platform — including mood tracking, journalling, activity completion, and the Course Chatbot where enabled — BeWell IT acts as Data Processor on your behalf, and you are the Data Controller for that data. The DPA governs this processing.

2.2 Support Chatbot Interactions (BeWell IT acts as independent Controller)

The Support Chatbot is a built-in Platform feature that answers End User questions about how to use the mobile application. Its knowledge base is drawn solely from BeWell IT's own support documentation, not from your Subscriber Content. When an End User interacts with the Support Chatbot, BeWell IT processes that interaction as an independent Data Controller for the purposes of operating and improving the Platform's support function. The DPA does not govern this processing; it is governed by the BeWell IT Privacy Policy.

2.3 Website Visitors, Billing, and Platform Analytics (BeWell IT acts as independent Controller)

BeWell IT is also an independent Data Controller for:

- visitors to BeWell IT websites.
- your direct relationship with BeWell IT as a Subscriber, including account management and billing.
- anonymised, aggregated Platform analytics used for service improvement.

This processing is governed by the BeWell IT Privacy Policy, not the DPA.

2.4 Course Sales Purchaser Data (BeWell IT acts as Processor)

When a Purchaser buys a place on one of your courses through Course Sales, their payment details are collected directly by Stripe on Stripe's hosted checkout page, under your direct relationship with Stripe. BeWell IT does not collect, receive, or store payment card details. After a successful payment, BeWell IT receives the Purchaser's email address and payment reference from Stripe, stores them against the purchase entitlement, and sends the Purchaser a claim email, in each case as Data Processor acting on your behalf. You are the Data Controller for Purchaser data, and the DPA governs this processing. Stripe processes the Purchaser's payment data as your payment processor under your own agreement with Stripe, not as a sub-processor of BeWell IT.

3. Services Provided

BeWell IT provides the following through the Platform:

- **Course and programme management:** Tools to create, structure, and deliver wellbeing courses and programmes.
- **Participant engagement:** Mood tracking, journalling, activity completion, and progress monitoring for End Users.
- **Analytics and insights:** Engagement data and programme effectiveness reporting.
- **White-label branding:** Your programme appears under your own branding within the mobile application.

- **AI-powered course assistant:** An optional Course Chatbot trained on your Subscriber Content, providing End Users with an AI-powered Q&A assistant for your programme (see Section 8.2).
- **Mobile application distribution:** Your courses are accessible through BeWell IT's flagship consumer mobile application (available on iOS and Android) or, where agreed in your subscription, through a white-label mobile application branded for your programme at additional cost.
- **Course sales (optional):** Tools to sell places on your courses and programmes to the public, with payment taken on your own Stripe Connected Account (see Section 4.6).
- **Onboarding support:** Up to 10 hours of onboarding assistance via video call and email (Practitioner Tier).

4. Subscription and Billing

4.1 Subscription Tiers

Current tiers and their features are described on our website at bewellit.com/pricing. BeWell IT reserves the right to modify tier features and pricing with 60 days' written notice. If any such change is materially detrimental to you (for example, removing a feature you rely on or a material price increase), you may terminate your subscription by written notice to BeWell IT before the change takes effect. In that case, BeWell IT will refund a pro-rata portion of any prepaid fees covering the period after termination.

4.2 Billing and Auto-renewal

- Subscriptions are billed in advance for an initial term of twelve (12) months (the "Initial Term"), unless you have agreed a different billing cycle with BeWell IT (for example, a monthly cycle at a premium rate).
- Annual subscriptions receive a discount as advertised at the time of subscription.
- All prices are exclusive of VAT, sales tax, and any other applicable taxes or levies unless otherwise stated. Where BeWell IT is required by law to collect applicable taxes from you, these will be added to the invoice.
- Your subscription will automatically renew for successive terms of the same length as the Initial Term at the then-current list price applicable at the time of renewal ("Renewal Term"), unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term. The then-current list price is published at bewellit.com/pricing and will be communicated to you in the renewal notice described below. BeWell IT will provide you with a direct link to the then-current pricing page as part of the subscription sign-up process.
- Invoices are issued by our payment provider, Stripe, and are payable within the period stated on the invoice (ordinarily thirty (30) days). Payment may be made by ACH, bank transfer, or card.
- By subscribing, you authorise BeWell IT (and Stripe on its behalf) to issue invoices or charge your nominated payment method at the start of each Initial Term and Renewal Term. You agree to keep your payment details up to date through the customer portal described in Section 4.5.
- BeWell IT (or Stripe on its behalf) will send you a renewal notice and invoice at least thirty (30) days before each auto-renewal. The renewal notice will state the renewal date, the renewal price, and a direct link to the customer portal where you may cancel.

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4.3 Late Payment

If any sum due under this Agreement is not paid by the due date, BeWell IT may:

- charge interest on the overdue amount at 4% per annum above the Bank of England base rate as in force from time to time, accruing daily from the due date until actual payment (whether before or after judgment);
- recover its reasonable costs of collection; and
- suspend your access to the Platform in accordance with Section 15.1.

These rights are in addition to, and not in substitution for, any rights under the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 Free Trial and Founders Pricing

- Free trial periods, if offered, are at BeWell IT's discretion and may be withdrawn at any time. Where a free trial will automatically convert to a paid subscription, BeWell IT will send you a written notice at least seven (7) days before the trial period ends, stating: (i) the date on which the paid subscription will commence; (ii) the applicable subscription fee; (iii) the billing cycle; and (iv) how to cancel before being charged. If you do not cancel before the conversion date, your subscription will commence and the applicable fee will become due.
- Founders pricing, if applicable, is locked in for as long as your subscription remains active without interruption, including across Renewal Terms.

4.5 Managing your Subscription and Cancellation

- You may view invoices, update your payment method, download receipts, and cancel your subscription at any time through your customer portal at admin.bewellit.com, which is operated by our payment provider, Stripe. You may alternatively cancel by emailing billing@bewellit.com. An email to that address is sufficient to constitute valid notice of cancellation, and no additional signed document or form is required.
- Cancellation through the customer portal is designed to be at least as straightforward as the subscription process itself. BeWell IT will provide written confirmation of cancellation within two (2) business days.
- Cancellation takes effect at the end of the then-current term. To prevent an automatic renewal, your cancellation notice must be received by BeWell IT at least thirty (30) days before the relevant renewal date, in accordance with Section 4.2. A cancellation notice received after that deadline will take effect at the end of the next Renewal Term. Fees paid for the current term are non-refundable except where required by law or under Section 4.1 (materially detrimental changes) or Section 15.4 (termination for BeWell IT's material breach).
- Upon cancellation, you retain access to the Platform until the end of your paid period.

4.6 Course Sales (Optional Feature)

This Section 4.6 applies where you enable Course Sales for your Organisation.

- **Your Stripe Connected Account.** Course Sales requires you to complete Stripe's onboarding, which creates one Stripe Connected Account for your Organisation. Your relationship with Stripe is direct and is governed by the Stripe Connected Account Agreement and the Stripe Services Agreement. BeWell IT is not a party to that relationship and does not hold, receive, or control the proceeds of your course sales.

- **You are the merchant of record.** Each course sale is a transaction between you and the Purchaser, charged directly on your Stripe Connected Account. You are the seller and merchant of record for every sale. Sale proceeds settle to your Stripe Connected Account, and Stripe's processing fees are deducted by Stripe from that account.
- **Taxes.** You are solely responsible for determining, charging, reporting, and remitting VAT and any other taxes applicable to your course sales. BeWell IT does not provide tax advice and does not collect or remit taxes on your behalf.
- **Consumer law and your sale terms.** Purchasers may be consumers. You are solely responsible for your terms of sale, pre-contract information, cancellation and refund rights, and compliance with all consumer protection law applicable to your sales, including (for sales to UK consumers) the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015.
- **Your privacy notice.** Before making Course Sales available to Purchasers, you shall publish and maintain a privacy notice covering the processing of Purchaser data, as further described in Section 2.4 and the DPA.
- **Refunds.** Refunds are issued by you through your own Stripe dashboard. Because course sale charges exist only on your Stripe Connected Account, BeWell IT cannot issue refunds on your behalf. Where a purchase is refunded, the Platform revokes the associated course entitlement.
- **Chargebacks and disputes.** You are responsible for responding to and managing any payment dispute or chargeback raised against your sales. You shall notify BeWell IT promptly of any chargeback or dispute on a course sale so that the associated entitlement can be revoked.
- **Reimbursement for chargebacks and negative balances.** Under Stripe's Connect terms, Stripe may hold BeWell IT liable for chargebacks, refunds, fines, penalties, or negative balances arising on your Stripe Connected Account. You shall reimburse BeWell IT, within fourteen (14) days of written demand, for any amount that Stripe deducts from, offsets against, or charges to BeWell IT in connection with your course sales, together with BeWell IT's reasonable costs of recovery. This obligation survives termination of this Agreement.
- **Platform fee.** BeWell IT does not currently charge a platform fee on course sales. BeWell IT may introduce a platform fee (as a percentage of, or a fixed amount per, sale, collected through Stripe) by giving you at least sixty (60) days' written notice. Any fee will apply only to sales made after the fee takes effect.
- **BeWell IT's role.** BeWell IT provides technical facilitation of Course Sales only: hosting the course sales page, creating the Stripe checkout session, recording the purchase entitlement, and sending the Purchaser their claim email. BeWell IT is not the seller, is not a party to the sale, is not a payment processor or money services business, and gives no warranty in respect of Stripe's services or the availability of Stripe payouts.
- **Suspension of Course Sales.** BeWell IT may suspend Course Sales for your Organisation where required by Stripe or by law, or where BeWell IT reasonably suspects fraud or misuse, and will notify you as soon as reasonably practicable.

5. Your Responsibilities

As a Subscriber:

5.1 Authority and capacity

You warrant that:

- you have full legal capacity and authority to enter into this Agreement;
- the individual subscribing to the Platform on your behalf is duly authorised to do so and to bind you to this Agreement; and
- this Agreement constitutes a valid and binding obligation on you, enforceable in accordance with its terms.

Where you are an institutional Subscriber (including an academic institution, healthcare organisation, or corporate entity), you further warrant that any internal approvals required for you to enter into this Agreement have been obtained before subscribing.

5.2 Responsibilities

You agree to:

- Provide accurate information during registration and keep it up to date.
- Use the Platform lawfully and in accordance with this Agreement.
- Obtain appropriate consent from End Users before enrolling them in your programmes, including consent for data collection as described in our Privacy Policy.
- Not misuse the Platform by uploading harmful content, attempting to access other subscribers' data, or interfering with Platform operations.
- Ensure your content is appropriate and does not infringe third-party intellectual property rights.
- Not resell or sublicense access to the Platform without our written agreement. Selling places on your own courses or programmes to Purchasers through Course Sales (Section 4.6) is permitted and does not constitute a resale or sublicense for the purposes of this clause.
- Comply with applicable laws including data protection regulations in your jurisdiction.
- Special category data: where your courses or programmes may involve processing of health, biometric, or other special category data (within the meaning of Article 9 UK GDPR), you are responsible for identifying an appropriate lawful basis under Article 9 and, for UK processing, a condition under Schedule 1 of the Data Protection Act 2018. Further detail is set out in the DPA (Section 3.6)
- Deployment to minors: where you deploy the Platform to End Users under the age of 18, you warrant that you will (i) comply with all applicable laws relating to the processing of children's Personal Data, including the Information Commissioner's Office ("ICO") Age Appropriate Design Code (Children's Code) where applicable; (ii) implement age verification appropriate to your deployment context; and (iii) obtain parental or guardian consent where required by law. You acknowledge that the Platform's account-creation age declaration is a baseline measure only and may need to be supplemented by you depending on your deployment context.

5.3 Authorised Users

You may grant access to the Platform to individuals within your organisation who need it to manage your courses and programmes ("Authorised Users"), subject to any user limits in your Subscription Tier. You are responsible for the acts and omissions of your Authorised Users as if they were your own, and shall ensure that each Authorised User complies with the relevant obligations in this Agreement. You shall not share login credentials between Authorised Users,

and shall promptly revoke access for any Authorised User who leaves your organisation or no longer requires access.

6. Intellectual Property

6.1 Your Content

- You retain ownership of all Subscriber Content you create or upload.
- You grant BeWell IT a limited, non-exclusive, worldwide, royalty-free licence to host, store, reproduce, display, and distribute your Subscriber Content solely for the purpose of providing the Platform services to you and your End Users within your Organisation. This licence extends to BeWell IT's sub-processors and agents to the extent necessary for them to provide the Platform services (for example, Google Firebase infrastructure hosting your content).
- You warrant that you have the legal right to upload your Subscriber Content to the Platform, and to grant the licence described above, and that your Subscriber Content does not infringe any third-party rights.
- BeWell IT does not use Subscriber Content or End User data to train AI models, and will not grant any third party (including its sub-processors) the right to do so. This commitment is reflected in BeWell IT's contractual arrangements with its AI sub-processor, as set out in Section 12 of the DPA.
- This licence terminates when your subscription ends and your content is deleted in accordance with Section 7.4 and the DPA.

6.2 Our Platform

- BeWell IT retains all rights to the Platform, including its software, design, branding, and underlying technology.
- Your subscription grants you a non-exclusive, non-transferable right to use the Platform for the duration of your subscription.
- You shall not, and shall not permit any third party to, copy, modify, reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas of the Platform, except to the extent such restriction is prohibited by applicable law.

6.3 Trade Mark Licence

- To the extent that BeWell IT provides white-label branding services under your subscription (where your courses or programmes appear under your own branding within the mobile application), you grant BeWell IT a non-exclusive, royalty-free, worldwide licence to use your name, logo, and trade marks solely for the purpose of providing those white-label services for the duration of your subscription.
- BeWell IT may identify you as a customer and refer to you by name and logo in its marketing materials, case studies, and customer lists, subject to your prior written approval for each specific use case. Approval for a given use case is not deemed approval for any other use.
- Each party reserves all rights not expressly granted in this Section. Neither party may use the other's trade marks in a manner that is misleading, disparaging, or that implies endorsement beyond what is expressly agreed.

6.4 Feedback

- You may, but are not obliged to, provide BeWell IT with suggestions, ideas, or feedback about the Platform (“Feedback”).
- You grant BeWell IT a perpetual, irrevocable, royalty-free, worldwide licence to use, modify, and incorporate Feedback into the Platform and its services. BeWell IT owns any improvements to the Platform that result from Feedback, and no compensation, licence fee, or acknowledgement is owed to you in respect of Feedback.
- BeWell IT shall not use Feedback in a manner that discloses your confidential information or any Personal Data, and shall not attribute Feedback to you publicly without your prior written consent.

7. Data Protection and Privacy

7.1 Data Controller and Processor Roles

- In relation to End User Personal Data collected through your courses and programmes (as described in Section 2.1), you are the Data Controller and BeWell IT is the Data Processor.
- The DPA governs this processing. The DPA is incorporated by reference into this Agreement and takes effect when you subscribe to the Platform. A copy of the DPA is available at bewellit.com/dpa.
- For Support Chatbot interactions, website visitors, billing, and anonymised Platform analytics, BeWell IT acts as independent Data Controller as set out in Sections 2.2 and 2.3.

7.2 Data Storage and Security

- All data is stored on Google Firebase infrastructure with encryption in transit and at rest.
- We implement industry-standard security measures including access controls, regular audits, and incident response procedures.
- BeWell IT will notify you of any Personal Data Breach affecting your End Users' data without undue delay after becoming aware of it, and in sufficient time to allow you to meet your own reporting obligations to the ICO under Article 33 UK GDPR. Full details of the Processor's breach notification obligations are in the DPA.

7.3 End User Data

- End User data collected through your programmes is accessible only to you and to BeWell IT for the purpose of providing Platform services.
- We do not share End User data with other Subscribers or third parties, except as required by law.
- End Users can delete their accounts and data through the mobile application.

7.4 Data Portability and Deletion

- The Platform provides self-service export functionality for certain programme data. In addition to those self-service features, you may request an assisted export of your programme data at any time.

- Upon termination of your subscription, BeWell IT will retain your data for 60 days to allow for export or return of data. On written request made before the end of the 60-day period, this may be extended by a further 30 days (up to a total of 90 days).
- After the end of the applicable retention period, your data will be permanently deleted within 30 days in accordance with the Data Processing Agreement.
- You may choose to receive your data back in a structured, commonly used and machine-readable format before deletion. Export, return, and deletion details are set out in the Data Processing Agreement.
- Anonymised, aggregated data may be retained for service improvement.

8. AI Features

The Platform includes three distinct AI capabilities, all powered by Google Gemini.

8.1 AI Insights (Practitioner-Facing)

- AI-powered analytics and engagement insights are available to Subscribers upon request.
- AI Insights processing uses only **anonymised, aggregated data** from your programmes.
- Individual End User data is not processed by the AI Insights feature.
- You can request deletion of any AI-generated insights.
- AI Insights is disabled by default and must be actively enabled by the Subscriber.

8.2 Course Chatbot (Participant-Facing, Optional Add-On)

- The Course Chatbot is an optional paid add-on that provides End Users with an AI-powered Q&A assistant for your programme.
- The Course Chatbot's knowledge base is derived solely from **Subscriber Content** (course materials, activity content, and resources you have published). The Subscriber retains full control over what content is included in the knowledge base.
- When an End User sends a message to the Course Chatbot, that message is transmitted to Google Gemini for processing along with relevant Subscriber Content for context. The End User's message constitutes Personal Data processing.
- Chat messages are subject to a daily usage limit per End User (currently 50 messages per day).
- Chat conversations are logged for quality monitoring and feedback purposes. Logs include the End User's question, the AI-generated response, and any feedback provided by the End User.
- The Course Chatbot does not retain conversation history between sessions unless explicitly designed to do so.
- The Course Chatbot is disabled by default and must be actively enabled by the Subscriber. The Subscriber may disable it at any time, which immediately ceases all AI processing of End User messages for that organisation.

8.3 Support Chatbot (Participant-Facing, Platform Feature)

- The Support Chatbot is a built-in platform feature that provides End Users with an AI-powered assistant trained on the Platform's support materials (e.g. how to use the application, troubleshooting, frequently asked questions).

- The Support Chatbot's knowledge base is derived solely from BeWell IT's own support documentation, not from Subscriber Content.
- When an End User sends a message to the Support Chatbot, that message is transmitted to Google Gemini for processing. The End User's message constitutes Personal Data processing.
- The Support Chatbot is part of the Platform and cannot be disabled by the Subscriber.

8.4 General AI Provisions

- BeWell IT does not use Subscriber Content or End User data to train AI models.
- AI-generated content (insights and chatbot responses) is provided for informational and educational purposes only and does not constitute medical advice, diagnosis, or treatment.
- AI features that are optional can be disabled at any time without affecting other Platform functionality.
- The Subscriber is responsible for informing End Users that AI features are in use within their programme.

9. Availability and Support

9.1 Service Availability

- We aim to maintain Platform availability of 99.5% measured monthly, excluding planned maintenance.
- Planned maintenance will be communicated at least 48 hours in advance where practicable.
- We do not guarantee uninterrupted or error-free service.

9.2 Support

- Support is available via email at support@bewellit.com.
- We aim to respond to support inquiries within 2 business days.
- Critical issues affecting Platform availability will be prioritised.

10. Academic Research Tier

If you subscribe under the Academic Research Tier, the following additional terms apply:

- Eligibility is limited to postgraduate students (MSc, MA, PhD) conducting supervised research, and established academic researchers at recognised institutions.
- You must credit BeWell IT in any publications or presentations arising from research conducted using the Platform, in a form and prominence consistent with standard academic attribution practice (for example, a footnote or methods-section acknowledgement noting that the research was conducted using the BeWell Catalyst platform operated by BeWell IT Limited)
- You grant BeWell IT permission to reference your study (title, institution, and principal investigator) in its marketing and customer materials, subject to the following:

- BeWell IT shall obtain your prior written approval for each specific use case before publication (such approval not to be unreasonably withheld);
- you may withdraw your approval, or object to any further use, by written notice to BeWell IT at any time, in which case BeWell IT shall cease the relevant use within a reasonable period; and
- if the study is not completed, is withdrawn, or is not published for any reason, BeWell IT's right to reference it shall lapse, and BeWell IT shall remove any existing references from current materials within a reasonable period.
- Participant limits and features are as described at the time of your application.
- BeWell IT reserves the right to verify your academic status and revoke academic pricing if eligibility criteria are no longer met.

11. Limitation of Liability

11.1 Exclusion of indirect losses

Subject to Section 11.5, BeWell IT shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- indirect, incidental, special, consequential, or punitive damages;
- loss of profits, revenue, or anticipated savings;
- loss of business, business opportunity, or goodwill;
- loss, corruption, or unavailability of data (other than as expressly covered by Section 11.3);
- wasted expenditure or costs of procuring substitute services; or
- loss of reputation,

in each case whether direct or indirect, and whether or not such loss was foreseeable at the date of this Agreement.

11.2 General liability cap

Subject to Sections 11.3 and 11.5, BeWell IT's total aggregate liability for any claims arising from this Agreement shall not exceed the total fees paid by you in the 12 months preceding the claim.

11.3 Data breach sub-limit

For claims arising out of or in connection with a Personal Data Breach caused by or contributed to by BeWell IT's breach of this Agreement or the Data Processing Agreement, the cap in Section 11.2 does not apply. Instead, BeWell IT's aggregate liability for such claims is capped at the greater of:

- five (5) times the fees paid by you for the Platform in the 12 months preceding the claim; or
- £10,000,

subject in either case to an overall maximum of £50,000. For the avoidance of doubt, the cyber liability insurance maintained by BeWell IT under Section 11.4 is held on an aggregate basis across all subscribers and all claims and does not represent the maximum liability of BeWell IT to any individual Subscriber.

11.4 Cyber liability insurance

BeWell IT warrants that it maintains cyber liability insurance with a minimum cover level of £250,000 for the duration of this Agreement, and will provide you with evidence of such insurance promptly following a written request, and will promptly notify you if the policy lapses or the cover level materially decreases.

11.5 Unlimited liabilities

The caps in Sections 11.2 and 11.3 do not apply to, and this Agreement does not exclude or limit, liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- BeWell IT's wilful misconduct or gross negligence; or
- any other liability that cannot be excluded or limited under applicable law.

11.6 Data loss from Subscriber backups

BeWell IT is not liable for any loss of data resulting from your failure to maintain backups or export your data as permitted under this Agreement and the Data Processing Agreement.

12. Indemnities

12.1 Indemnity by you

You shall indemnify BeWell IT and its directors, officers, employees, and agents from and against any and all losses, damages, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim, demand, action, or proceeding (each a "Claim") relating to:

- your Subscriber Content infringing the intellectual property rights, privacy rights, publicity rights, or any other rights of any third party;
- your courses, programmes, or End User interactions (including any claim brought by your End Users in connection with your use of the Platform);
- your Course Sales, including any Claim brought by a Purchaser in connection with a sale, refund, cancellation, or the marketing, content, or delivery of a course sold through Course Sales, and any failure by you to comply with consumer protection or tax law in connection with your sales;
- your breach of Section 5 (Your Responsibilities), including any failure to obtain appropriate consents, identify an appropriate lawful basis for Personal Data processing, or comply with applicable laws relating to minors; and
- any unlawful processing instructions you give to BeWell IT under the DPA.

12.2 Indemnity by BeWell IT

BeWell IT shall indemnify you from and against any and all losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with any third-party Claim alleging that the Platform (excluding Subscriber Content and any third-party content or services you integrate with it) infringes the intellectual property rights of any third party.

12.3 Exclusions

BeWell IT shall have no obligation under Section 12.2 to the extent a Claim arises from:

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- your use of the Platform in breach of this Agreement;
- your combination of the Platform with any content, software, or service not provided by BeWell IT, where the infringement would not have occurred without the combination;
- any modification of the Platform not made or authorised by BeWell IT; or
- your continued use of the Platform after BeWell IT has notified you to cease use due to an alleged infringement.

12.4 Remedies for IP infringement

If the Platform (or any part of it) is found, or BeWell IT reasonably believes may be found, to infringe a third party's intellectual property rights, BeWell IT may, at its option and expense:

- procure for you the right to continue using the affected part of the Platform;
- modify or replace the affected part so that it no longer infringes while providing materially equivalent functionality; or
- if neither of the above is commercially reasonable, terminate the affected part of the Agreement on written notice and refund a pro-rata portion of any prepaid fees.

This Section 12.4, together with the indemnity in Section 12.2 (subject to the IP Indemnity Cap in Section 12.6(a)), states BeWell IT's entire liability and your sole remedy for any claim that the Platform infringes third-party intellectual property rights.

12.5 Indemnification process

As a condition to any indemnification under this Section 12, the party seeking indemnification (the "Indemnified Party") shall:

- give the indemnifying party (the "Indemnifying Party") prompt written notice of the Claim, provided that failure to give prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is prejudiced by the delay;
- grant the Indemnifying Party sole control of the defence and settlement of the Claim, except that the Indemnifying Party shall not enter into any settlement that: (i) imposes any non-monetary obligation on the Indemnified Party; (ii) includes any admission of liability by the Indemnified Party; or (iii) requires the Indemnified Party to make any payment exceeding the applicable liability caps in Section 11, in each case without the Indemnified Party's prior written consent (not to be unreasonably withheld); and
- provide reasonable cooperation and assistance at the Indemnifying Party's expense.

The Indemnified Party may participate in the defence of the Claim at its own expense with counsel of its choice.

12.6 Relationship to liability cap

The indemnity in Section 12.1 is not subject to the limitations of liability in Section 11 (including the data breach sub-limit in Section 11.3) and shall be uncapped. BeWell IT's indemnity in Section 12.2 is subject to the carve-outs in Section 11.5 and to the following: (a) BeWell IT's obligations under Section 12.2 are subject to a standalone aggregate cap being the greater of five (5) times the fees paid by you for the Platform in the 12 months preceding the claim or £10,000, subject to an overall maximum of £50,000 (the "IP Indemnity Cap"), and are not subject to the general cap in Section 11.2 or the data breach sub-limit in Section 11.3; (b) where a single incident gives rise to claims under both Section 12.2 (IP infringement) and Section 11.3 (Personal Data Breach), BeWell IT's aggregate liability for that incident across both heads of claim shall not exceed the higher of the IP Indemnity Cap and the applicable Section 11.3 cap; and (c) for the avoidance of doubt, amounts payable under an indemnity in this Section 12 do not constitute "indirect or consequential losses" for the purposes of Section 11.1.

13. Disclaimers

13.1 Reasonable skill and care

BeWell IT shall provide the Platform using reasonable skill and care. This commitment is an express term of this Agreement.

13.2 Limitation of warranties

Except for the express commitments set out in this Agreement (including Section 13.1), and to the fullest extent permitted by applicable law, BeWell IT excludes all representations, warranties, conditions, and other terms, whether express or implied by statute, common law, or otherwise, including (without limitation) any implied terms as to satisfactory quality, fitness for a particular purpose, or non-infringement.

Without limiting the foregoing, BeWell IT does not warrant that:

- the Platform will meet your specific requirements;
- the Platform will operate uninterrupted, timely, or free from defects or errors;
- any defects or errors will be corrected; or
- the Platform will be compatible with any hardware, software, or system configuration not expressly specified by BeWell IT.

13.3 Not a medical device

The Platform is a wellbeing and educational tool. It is not a medical device within the meaning of the Medical Devices Regulations 2002 (as amended) or any equivalent legislation. Nothing provided through the Platform (including any AI-generated content) constitutes medical advice, diagnosis, or treatment, and the Platform is not a substitute for professional medical advice, diagnosis, or treatment.

You shall not represent the Platform to End Users as a medical device or as providing medical advice, diagnosis, or treatment.

13.4 Subscriber Content

BeWell IT does not author, endorse, verify, monitor, or approve Subscriber Content. You are solely responsible for the accuracy, appropriateness, and lawfulness of your Subscriber Content and for any consequences arising from End User use of or reliance on that content.

13.5 Interaction with unlimited liabilities

Nothing in this Section 13 excludes or limits any liability that cannot be excluded or limited under applicable law, as further set out in Section 11.5.

14. Confidentiality

14.1 Definition

“Confidential Information” means any non-public information disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) under or in connection with this Agreement, whether disclosed in writing, orally, or by any other means, that is identified as confidential or that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. Confidential Information includes, without limitation:

- BeWell IT's Confidential Information: non-public technical, commercial, product, pricing, and roadmap information relating to the Platform, including information about its architecture, security measures, and AI processing; and
- Your Confidential Information: non-public information about your organisation, your courses, your End Users, your business operations, and your Subscriber Content.

Personal Data is not Confidential Information for the purposes of this Section (it is governed by the DPA), but the obligations in this Section apply in addition to the obligations under the DPA.

14.2 Obligations

The Receiving Party shall:

- use the Disclosing Party's Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement;
- protect the Disclosing Party's Confidential Information using the same standard of care it uses for its own confidential information of a similar nature, and in any event no less than a reasonable standard of care; and
- disclose the Disclosing Party's Confidential Information only to its personnel, subcontractors, professional advisers, or agents who have a need to know it for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those in this Section.

14.3 Exclusions

The obligations in Section 14.2 do not apply to information that the Receiving Party can demonstrate:

- was already in its possession without confidentiality obligations before disclosure by the Disclosing Party;
- was or becomes publicly available through no fault of the Receiving Party;
- was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or
- was rightfully obtained by the Receiving Party from a third party without confidentiality obligations.

14.4 Required disclosures

The Receiving Party may disclose Confidential Information to the extent strictly required by law, regulation, court order, or a competent regulatory authority. Where lawful and practicable, the Receiving Party shall: (a) give the Disclosing Party prompt written notice of the required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy; (b) cooperate reasonably with the Disclosing Party in seeking such remedy at the Disclosing Party's cost; and (c) disclose only the minimum amount of Confidential Information necessary to comply with the legal obligation.

14.5 Return or destruction

Upon termination of this Agreement or the Disclosing Party's written request, the Receiving Party shall promptly return or destroy (at the Disclosing Party's election) all Confidential Information in its possession, except to the extent retention is required by law, is contained in routine back-ups that will be overwritten in the ordinary course, or is Personal Data subject to the separate retention obligations in the DPA. Any Confidential Information retained in routine back-ups shall remain subject to the obligations in Section 14.2 until it is overwritten. The Receiving Party shall, within ten (10) business days of completing return or destruction, provide

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the Disclosing Party with written confirmation that it has done so, identifying the categories of Confidential Information that have been returned or destroyed.

14.6 Duration

The obligations in this Section 14 continue during the term of this Agreement and for five (5) years after termination, except for Confidential Information that constitutes a trade secret, for which the obligations continue for as long as the information retains trade secret status under applicable law (including the Trade Secrets (Enforcement, etc.) Regulations 2018). Each party acknowledges that a breach or threatened breach of this Section 14 may cause the Disclosing Party irreparable harm for which monetary damages would be an inadequate remedy, and that the Disclosing Party shall therefore be entitled to seek injunctive relief or specific performance without the requirement to prove special damages, provide an undertaking in damages, or satisfy any other condition that would otherwise be required.

15. Suspension and Termination

15.1 Suspension

We may suspend your access to the Platform if:

- You breach this Agreement and fail to remedy the breach within 14 days of notice.
- Your use of the Platform poses a security risk or may harm other Subscribers or End Users.
- Payment is overdue by more than 30 days.

15.2 Termination by BeWell IT for Cause

BeWell IT may terminate this Agreement immediately by written notice if:

- You commit a material breach that cannot be remedied, or a material breach that is capable of remedy but is not remedied within 30 days of written notice.
- You use the Platform for illegal purposes.
- You become insolvent or enter into administration.

15.3 Termination by BeWell IT for Convenience

BeWell IT may terminate this Agreement for any reason by giving you at least ninety (90) days' written notice. In that case, BeWell IT will refund a pro-rata portion of any prepaid fees covering the period after termination.

15.4 Termination by You for BeWell IT's Material Breach

You may terminate this Agreement by written notice if BeWell IT commits a material breach that is not remedied within 30 days of written notice from you, including (without limitation) a prolonged service failure, a serious Personal Data Breach, or a fundamental change to the Platform that materially reduces its functionality. In that case, BeWell IT will refund a pro-rata portion of any prepaid fees covering the period after termination.

15.5 Effects of Termination

Upon termination of this Agreement for any reason:

- Your access to the Platform will cease at the end of the notice period (or, for termination by BeWell IT for cause, immediately)

- BeWell IT will retain your data for 60 days for export or return (extendable to 90 days on written request made before the end of the 60-day period), after which it will be permanently deleted in accordance with the DPA.
- Any outstanding fees remain payable, except where a refund is due under Sections 4.1, 15.3, or 15.4.
- The following Sections survive termination: Section 2 (Roles and Responsibilities), Section 4.6 (Course Sales, in respect of accrued payment obligations and the reimbursement obligation), Section 6 (Intellectual Property), Section 7 (Data Protection and Privacy), Section 10 (Academic Research Tier), Section 11 (Limitation of Liability), Section 12 (Indemnities), Section 13 (Disclaimers), Section 14 (Confidentiality), Section 17 (Governing Law and Disputes), and Section 18 (General Provisions).

16. Changes to This Agreement

16.1 Right to update

BeWell IT may update this Agreement from time to time by giving you at least sixty (60) days' written notice, sent to the email address associated with your subscription. The notice will describe the change, indicate whether the change is material (as defined in Section 16.2), and state the effective date.

16.2 Material changes

For the purposes of this Section 16, a "material change" means a change that reduces your rights or increases your obligations under this Agreement. Where a change is a material change:

- you may terminate your subscription by written notice to BeWell IT at any time before the change takes effect, in which case BeWell IT will refund a pro-rata portion of any prepaid fees covering the period after termination; and
- if you do not terminate before the effective date, your continued use of the Platform from that date constitutes acceptance of the change.

16.3 Non-material changes

Non-material changes (for example, administrative clarifications, updates to contact details, or changes that neither reduce your rights nor increase your obligations) take effect on the date specified in the notice. Your continued use of the Platform constitutes acceptance of the change.

17. Governing Law and Disputes

- This Agreement is governed by the laws of England and Wales.
- Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, subject to the following paragraphs.
- Before initiating legal proceedings, both parties agree to attempt resolution through good-faith negotiation for a period of 30 days. If negotiation does not resolve the dispute, the parties may (but are not required to) attempt structured mediation before commencing proceedings.
- Nothing in this Section limits the application of mandatory laws in your jurisdiction that may override the choice of law or jurisdiction set out above, including (without

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BeWell IT Limited – Registered in England and Wales Company No: 16095961
Registered Office: 68 Queens Road, Feltham TW13 5AR, United Kingdom

limitation) local consumer protection laws and data protection laws. This Agreement is intended to operate consistently with such mandatory laws, and BeWell IT does not by this Agreement waive any rights it may have under the laws of England and Wales.

18. General Provisions

- **Entire Agreement:** This Agreement, together with the BeWell IT Privacy Policy and the DPA, constitutes the entire agreement between you and BeWell IT regarding the Platform, and supersedes all prior oral or written agreements on this subject matter. The BeWell IT Website Terms of Service at bewellit.com/terms.html govern your use of the public BeWell IT website and are a separate contract.
- **Severability:** If any provision is found to be unenforceable, the remaining provisions remain in full force.
- **Platform name:** BeWell IT may change the trading name of the Platform at any time on written notice to you. Any such change shall not affect the validity, continuity, or enforceability of this Agreement, which shall continue to apply to the Platform under its new trading name. All references in this Agreement to "BeWell Catalyst" or the Platform's then-current trading name shall be read as references to the Platform under any subsequent trading name.
- **Assignment:**
 - *By you.* You may not assign, transfer, sub-license, or otherwise deal with any of your rights or obligations under this Agreement without BeWell IT's prior written consent (not to be unreasonably withheld).
 - *By BeWell IT.* BeWell IT may assign, novate, or transfer any or all of its rights and obligations under this Agreement without your consent: (i) to any of its group companies; or (ii) to any successor in interest in connection with a merger, acquisition, restructuring, or sale of all or substantially all of the assets or business relating to the BeWell Catalyst platform. BeWell IT shall give you written notice within a reasonable period after any such assignment, novation, or transfer.
 - *Continuity of obligations.* Any assignee, transferee, or successor under the preceding sub-clause shall assume and become bound by all of BeWell IT's obligations to you under this Agreement (including the DPA) on the same terms. BeWell IT shall use reasonable endeavours to procure written confirmation of this assumption where you reasonably request it. Any assignment, novation, or transfer is subject to compliance with Data Protection Laws and the DPA.
- **No Waiver:** Failure to enforce any provision does not constitute a waiver of that provision.
- **Force Majeure:**
 - Neither party is liable for delays or failures in performance caused by events beyond its reasonable control, including (without limitation) acts of God, war, terrorism, civil unrest, government action, pandemic, fire, flood, earthquake, labour dispute, or failure of telecommunications or internet infrastructure.
 - The affected party shall notify the other party in writing as soon as reasonably practicable after becoming aware of the force majeure event, giving reasonable detail of the event and its expected effect on performance.
 - The affected party shall use reasonable efforts to mitigate the effect of the force majeure event and to resume performance as soon as reasonably practicable.

- If a force majeure event continues for more than 60 days, either party may terminate this Agreement on written notice, and any prepaid fees covering the period after termination will be refunded on a pro-rata basis.
- **Notices:** Any notice given under this Agreement must be in writing. Notices to BeWell IT should be sent to hello@bewellit.com or to the registered office address set out in Section 19. Notices to you will be sent to the email address associated with your subscription. Notices are deemed received on the day of transmission if sent on a business day before 5 pm (recipient's local time); otherwise on the next business day.

19. Contact Information

BeWell IT Limited

Email: hello@bewellit.com

Company No: 16095961

Registered in England and Wales

Registered office: 68 Queens Road, Feltham TW13 5AR, United Kingdom

For data protection inquiries: privacy@bewellit.com