

Terms and Conditions

These terms and conditions (together with the documents referred to within them) tells you the terms on which you may use www.MyLiferaft.com (“the Website”) and also the terms and conditions applicable to your use of Portal and Account (“MyLiferaft”) <https://portal.myliferaft.com>. You should read these terms and conditions (“Terms”) carefully before using the Website, Portal or Account. If you do not agree to these Terms please do not use the Website or MyLiferaft. Your use indicates acceptance of these Terms.

1. WHO WE ARE

Kuradocs Limited (“we”, “us” and “our”) have our registered office at Arcadia House, Maritime Walk, Southampton, SO14 3TL and our company number is 09015297. Our VAT number is GB 222 5716 29

2. PRIVACY

- 2.1. Our privacy policy, available below is incorporated into these Terms by reference and applies to your use of the Website and MyLiferaft.
https://www.MyLiferaft.com/wp-content/uploads/2017/06/MyLiferaft_website_privacy_policy.pdf
https://www.MyLiferaft.com/wp-content/uploads/2017/06/Policy_MyLiferaft_Portal_Privacy.pdf
- 2.2. By using the Website, and/or MyLiferaft you consent to such processing and you warrant that all data provided by you is accurate.

3. USE OF THE WEBSITE

- 3.1 You may access the Website but we reserve the right to withdraw or amend the service that we provide on the Website without notice. We may also suspend access to the Website or close it indefinitely at any time. We are not liable for any unavailability of the Website.
- 3.2 Certain parts of the Website may be restricted to registered users.
- 3.3 Passwords and user identification codes must be kept confidential by you and not disclosed to anyone else.

4. INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in the Website, MyLiferaft and associated apps, and in the material published on them (hereafter referred to as “MyLiferaft systems”). You must not use any part of the materials referred to for commercial purposes without our prior written approval or that of our licensors.

5. RELIANCE ON INFORMATION POSTED

- 5.1. Commentary and other materials posted on the MyLiferaft systems are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such materials by any user of the MyLiferaft systems, or by anyone who may be informed of any of its contents.
- 5.2. The material displayed on the MyLiferaft systems is provided without any guarantees, conditions or warranties as to its accuracy and any of the material on MyLiferaft systems may be out of date at any given time. We are under no obligation to update the MyLiferaft systems or its contents at any time.
- 5.3. Nothing in these Terms is intended to detract from your rights (if any) as a consumer.

6. OUR LIABILITY

- 6.1. We shall have no liability for any loss of profits, anticipated savings, business opportunity, goodwill or loss of or damage to (including corruption) data (in each case whether direct or indirect) or any other indirect or consequential losses whether arising in contract, tort (including negligence) or otherwise incurred by any user in connection with MyLiferaft systems or in connection with the use, inability to use, or results of the use of MyLiferaft systems, any websites linked to it and any materials posted on it.
- 6.2. To the fullest extent possible, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of MyLiferaft systems or to your downloading of any material posted on it, or on any website linked to it.

- 6.3. Nothing in these Terms shall limit or exclude any liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be properly excluded under English law.

7. LINKING

- 7.1. You may link to the Website's home page, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not link to the Website in any way which would suggest any form of association, approval or endorsement on our part where none exists.
- 7.2. The website from which you are linking must comply in all respects with the standards set out in our Acceptable Use Policy section below.
- 7.3. You must not establish a link from any website that is not owned by you.
- 7.4. We reserve the right to withdraw linking permission without notice.
- 7.5. Where MyLiferaft systems contain links to websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

8. ACCEPTABLE USE POLICY

- 8.1. You may use MyLiferaft systems for lawful purposes only.
- 8.2. You must not use MyLiferaft systems: if your use breaches any applicable law or regulation whether local, national or international; if your use is unlawful or fraudulent; if your use harms, or could harm, minors in any way; to send spam materials to other people; to post any contributions which contain material which is defamatory, obscene, offensive, hateful, inflammatory, deceptive, is likely to harass, upset, embarrass or impersonate any person or which is sexually explicit, promotes violence or any form of discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation, or age, or which infringes any third party intellectual property rights or other rights or to knowingly introduce or transmit viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 8.3. You must not gain, or attempt to gain, unauthorised access to the Website, the server on which MyLiferaft systems is stored or any server, computer or database connected to the Website. You must not attack MyLiferaft systems via a denial-of-service attack or a distributed denial-of service attack or do anything that could disable or impair MyLiferaft systems.
- 8.4. If you breach any provisions of the Computer Misuse Act 1990 you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.
- 8.5. If you breach the terms contained in this clause your right to use MyLiferaft systems will cease immediately.

9. DEFINITIONS FOR PORTAL AND ACCOUNT

- 9.1. Account Terminology:

"Account Holder" an individual with an Account which is accessed via the Portal.

"Data Owner" an Account Holder who manages their own Account or a Managed Account. All Data Owners must at least 16 years of age.

"Managed Account" an Account where the Data Owner differs from the Account Holder.

"Shared-With Account" an Account that has been shared by the Data Owner/Account Holder with another person. The number of people who can be invited to become Shared-With Users depends on the subscription plan of the Data Owner/Account Holder.

"Shared-With User" an Account Holder who has accepted an invitation to interact with another user's Account. The invitation is sent by the Data Owner or Account Holder of the Account being shared. Sharing Permissions govern how the Shared-With User interacts with the Shared-With Account. There are no limitations on the number of Accounts a Shared-With User can access.

- 9.2. Functional Terminology:

“*Portal*” the portal used to access the Account via <https://portal.MyLiferaft.com>, or such other URL as MYLIFERAFT may nominate from time to time.

“*Sharing Permissions*” the permissions granted by the Data Owner/Account Holder to a Shared-With User or permissions granted by the Data Owner to the Account Holder of a Managed Account. Sharing Permissions govern the items of data that can be seen and the interactions that the Shared-With User, or Account Holder for a Managed Account, has.

“*Subject*” the Account Holder of the Account that is currently being accessed.

“*User*” An individual accessing an Account as either an Account Holder, the Data Owner or a Shared-With User.

9.3. Subscription Terminology:

“*Account*” a MyLiferaft account which is accessed via the Portal.

“*Cool-off Period*” a period of a minimum of 14 days starting the day after registering and setting up payment from your Account.

“*Free Account*” a free-to-use Account with the functionality as described on the Website from time to time and accessed via the Portal.

“*Fee based Account*” an Account where the appropriate Fee has been paid and which includes the functionality as described in the Website, and accessed via the Portal. The appropriate Fees are set out in the Portal together with the type of fee based accounts available.

“*Subscription Period*” the period of 30/365 days first commencing on the date on which the Fee is paid and each 30/365 day period thereafter.

“*Fee*” the sum payable for Subscription based Accounts, as set out in the Portal.

10. TESTING AND REGISTRATION

- 10.1. If you are taking part in part of a beta-testing project for MyLiferaft then these Terms will apply to your use of the Website and your use of the Portal and Account during the test period. At the end of the test period all data and Accounts will be deleted and so if you wish to keep any data at the end of the test period you should make an appropriate backup.
- 10.2. We permit you to use the Portal and Account on a software-as-a-service basis on these Terms. We do not sell the Portal or Account to you. We remain the owner or licensor of the Portal and Account at all times and all rights not expressly granted in these Terms are strictly reserved.
- 10.3. Once you have registered and set up your Account you will be the Data Owner for that Account. You may also become a Shared-With User in accordance with the Sharing Permissions.
- 10.4. You agree to provide current and complete information during the registration process and to update such information to keep it accurate, current and complete. MyLiferaft reserves the right to terminate your Account if any information provided during the registration process or thereafter is, or is suspected to be, inaccurate, not current or incomplete.

11. SUBSCRIPTIONS AND FEES

- 11.1. MyLiferaft provides both Free Accounts and Fee based Accounts.
- 11.2. When you first sign up for an Account and login, you will automatically receive a free account.
- 11.3. For Fee based Accounts payment will be taken automatically following the Cooling-off Period. You may cancel the subscription within the cool-off period and no cost will be incurred.
- 11.4. The Fees are shown clearly on screen, before you make payment and confirm the start of your fee based account, and also sent to the Account email address in the order confirmation email (“Order Confirmation”).
- 11.5. You can upgrade from a Free Account to a Fee based Account at any time by paying the relevant Fee. If you have previously had a Fee Based Account the payment and subscription Period will commence immediately. For all first time payments from your account a cool off period will apply. You are only entitled to one Cool-off Period.

- 11.6. If you cancel a Fee based Account, features will remain active until the end of the current Subscription Period at which point the Account will revert to a Free Account. You will not be entitled to a refund of any Fees paid.
- 11.7. Users may pay Fees on behalf of other users who are sharing with them or who are managed by them. The Fee is detailed in the subscription section of the Website and will be shown on screen before adding them to your subscription. Payment of any additional Account will begin immediately if you are outside your cool-off period
- 11.8. Where you are paying Fees on behalf of another User you should notify that User directly if you decide to stop paying the Fees since failure to pay Fees may result in that User's Account being downgraded in accordance with clause 11.10.
- 11.9. If for any reason Fees are not paid when due we may downgrade the Account(s) to a Free Account or suspend access to the Account at our discretion. Re-activation of a suspended Account may involve an administration fee and/or payment of missed charges.
- 11.10. We may amend the Fees at any time. If you are a Fee payer you will be notified of any changes of the relevant Fee prior to your next Subscription Period. If you do not wish to pay the amended Fee for the next Subscription Period you should either downgrade or terminate your Account in accordance with clause 17.2 before the start of the next Subscription Period.

12. ACCESS AND USE

- 12.1. As an Account Holder you may access and make use of your Account subject to any Sharing Permissions, and your compliance with these Terms.
- 12.2. All Accounts are designed for personal use and not designed for use in connection with running or organising a business or any club or society and must not be used for this purpose.
- 12.3. You are not permitted to share your password and log in details with any third party. You are responsible and liable for all use made of your Account under your password and log in details whether or not that use was made by you or not.
- 12.4. If you become aware that a third party has accessed or used your Account using your details we recommend that you reset your password and keep it secure. If you are a Data Owner or a Shared-With User we recommend that you notify all Managed Account Holders and Shared-With Account Holders of the breach so that they can also reset their own passwords.
- 12.5. If you become aware that any third party has accessed your data through a compromised Account we recommend you contact the Account Holder and revoke access for that Account.
- 12.6. Shared-With Users must have their own Account to be able to access and use a Shared-With Account.
- 12.7. The Data Owner/Account Holder can revoke or amend the Sharing Permissions granted to a Shared-With User at any time.
- 12.8. If you are a Data Owner for a Managed Account you may only use the Managed Account in connection with people who are related to you or for whom you have caring or guardianship responsibilities unless you are responsible for them and/or have their consent to store and use information about them in this way.
- 12.9. If you are a Shared-With User, you can only interact with the Shared-With Account in line with the Sharing Permissions granted. You are not permitted to exceed these access and use rights and must not share or disclose any information that you have access to via the Account to any third party, whether through the Account functionality or otherwise in any manner, without the prior consent of the Data Owner. We will not be liable or responsible for the Sharing Permissions granted to you. If you have any issues relating to the level of Sharing Permissions then you should contact the Data Owner directly. You may choose to reject a request to become a Shared-With User or change your mind at any time. If the Shared-With Account is suspended or terminated at any time all your rights of access to that Account will be denied – you will not be able to access information already stored, edit or add new information unless the suspension is lifted or the Data Owner re-subscribes to their Account.
- 12.10. Fee based Accounts have functionality allowing Users to auto-populate certain form templates (e.g. Disability Living Allowance claim form) using information held within the Account. This will generate a PDF document for you to review and edit. MyLiferaft disclaims all liability and responsibility for the data or content contained in any of the forms and we do not guarantee that the form template is the most current template available. You should review ALL the details and make any modifications required before distributing the forms for their intended purpose

13. TRANSFERRING DATA OWNERSHIP

- 13.1. Data Ownership of an Account can be transferred to another Shared with user at any time by the original Data Owner if the other Account Holder accepts the request to transfer. The original Data Owner will remain responsible and liable for acts and omissions in connection with the Account prior to the transfer.
- 13.2. Where the Account Holder is a child under the age of 16 years, on reaching 16 they may ask the current Data Owner to transfer Data Ownership to them. The current Data Owner must transfer Data Ownership upon request unless that child has diminished capacity.
- 13.3. Where an Account Holder is a person with diminished capacity (other than a child) and that person achieves capacity to either manage or consent to the use of the personal data provided in the Account, the Data Owner must ensure that the Subject is given appropriate Sharing Permissions to allow them to access and use the Account and that the Subject gives their consent to continuing to be a Subject in respect of all or relevant parts of the information or, if the Subject does not give their consent, that the information relating to them is deleted from the Account or the Data Ownership of the Account is transferred to that Subject as appropriate. This stage may be reached at different times by different people and what is appropriate will also depend on the sorts of information the Account contains and whether the Data Owner is responsible and liable for making appropriate decisions for the Subject. If the Data Owner fails to take appropriate steps where appropriate capacity is achieved this will be a material breach of these Terms and may result in suspension or termination of the Account.

14. CHANGES TO THE TERMS, ACCOUNT AND PORTAL

- 14.1. These Terms apply to the Account and Portal, including any updates or supplements to the Account and Portal, unless they come with separate terms, in which case those terms apply.
- 14.2. We may change these Terms at any time. Notification will be via email or the Portal when you log into the Account. If you do not agree to any such changes please do not continue to use the Account.
- 14.3. From time to time updates to the Portal and Account may be issued. These may be changes to specification, functionality, features or may be presentational. If you have any feedback relating to these changes it is welcomed, please email support@MyLiferaft.com. However, we cannot guarantee that we will be able to make further changes or reverse changes in view of your feedback.

15. AVAILABILITY AND RESTRICTIONS

- 15.1. You acknowledge and accept that the Account and Portal are platforms only and that we are not responsible or liable for any use to which you put it and the Account and Portal are not produced to your specifications and are provided "as is" (so you need to satisfy yourself that they are appropriate for your purposes) and "as available" (so we do not guarantee that they will be available and accessible at all times during your Subscription Period). The Account is designed to be used as a tool only to help facilitate your personal organisation and smooth running of your household but should not be used as the sole tool and you are responsible for maintaining personal copy of all data that you input to the Account as appropriate. The information contained in the Account can only be as accurate as the information entered by you.
- 15.2. Where we need to carry out maintenance or updates we will usually do this outside of business hours (i.e. not between 9am-5pm, Monday to Friday in England) but sometimes we may have to carry out this work during business hours and we will usually try to give you advance notice of this (by posting on the Portal or by emailing you) where reasonably possible.
- 15.3. You are granted rights to access and use the Portal and Account on these Terms on a software-as-a-service basis and this is not a software licence and accordingly you have no rights under the Software Directive (2009/24/EC). You are not permitted to reverse engineer the Portal, Account or any part of them and may access them through the permitted URL and (if granted) API only. You have no right and must not perform any penetration testing nor scrape or frame the Portal or Account in any manner whatsoever.
- 15.4. We have the right to suspend or terminate any Account or User log in whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any part of these Terms.
- 15.5. You must not: use the Account in any unlawful or illegal manner, for any unlawful or illegal purpose, or in any manner inconsistent with these Terms; infringe our intellectual property rights or those of any third party in relation to your use of the Account; transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Account; use the Account in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other

users; and access or use or attempt to access or use any other User's Account other than as allowed by the Sharing Permission granted to you.

- 15.6. You must only input or share information which relates to you or an Account Holder who has given their consent to your use of their information (or where the Subject is a child or someone lacking capacity, you should be their authorised carer or guardian and reasonably permitted to input and/or share information relating to them).
- 15.7. You must not use the Account to access, store, distribute or transmit any viruses or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, offensive, facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or age or in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 15.8. To the extent that you are a data controller we are a processor only and agree to act solely on your instructions and to keep data secure.

16. WARRANTY AND LIABILITY

- 16.1. Subject to clause 16.2, we warrant that the Account will perform substantially in accordance with the relevant account description on the Portal and if within a reasonable period of time from discovering any defect or fault in the Account as a result of which it fails to perform substantially in accordance with its description we will use commercially reasonable efforts to remedy such defect or fault and if we are unable to do so we may terminate these Terms by giving you notice (which may be by email). If the defect or fault is in connection with an Account for which a Fee applies and we terminate these Terms under this clause then we shall refund the Fees and you may also be entitled to some compensation.
- 16.2. The warranty in clause 16.1 does not apply: (a) if the defect or fault in the Account results from you having modified the Account; (b) if the defect or fault in the Account results from you having used the Account in contravention of these Terms; (c) the defect or fault relates to your computer systems, utilities or connectivity; or (d) if you are in breach of any of these Terms.
- 16.3. We are not responsible or liable for any information or instruction given between users – the Account is a platform only which is intended to assist with organisation and permitted communication. We do not (and are not lawfully permitted to) monitor Users or Subjects to check that they have the appropriate consents to use and share information (or authorise the use or sharing of information) and you must ensure that you have satisfied yourself that the appropriate consents are in place where relevant.
- 16.4. Subject to clause 16.6, we shall have no liability for any loss of profits, loss of anticipated savings, loss of business or business opportunity, loss or damage to goodwill or loss of or damage to (including corruption) data (in each case whether direct or indirect) or any indirect or consequential losses whether arising in contract, tort (including negligence) or otherwise incurred by any user in connection with the use, inability to use, or results of the use of the Portal or Account.
- 16.5. Subject to clause 16.6, our maximum aggregate liability under or in connection with the Portal and Account whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a maximum of any Fees paid in the 12 months prior to the claim arising or £25, whichever is the greater amount.
- 16.6. Nothing in these Terms shall limit or detract from your rights, if any, as a consumer and nothing in these Terms shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; and (c) any other liability that cannot be excluded or limited by English law including under the Consumer Rights Act 2015.
- 16.7. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including (but not limited to) failure of public or private telecommunications or internet networks.

17. ACCOUNT TERMINATION

- 17.1. Termination of an Account means the Data Owner and Account Holder will lose all rights to access and use that Account and information that has been inputted will not be accessible. If in the future you re-subscribe for an Account all data will have to be re-entered. Rather than terminating an Account you may wish to continue with the Free Account.
- 17.2. You may terminate your Account at any time via the portal. The Account will be terminated at the end of the current Subscription Period and you will be able to access and use it until that time. At the end of your current Subscription Period the Account will be closed and you will not be able to access it or any data that it contains. All rights granted to you under these Terms shall cease and you must immediately cease all activities authorised by these Terms. If after any termination, you create a new

Account using the same email address you used before, then you will not be able to retrieve the data you entered previously.

- 17.3. We may terminate these Terms and your right to access and use the Account immediately by written notice to you (which may be email or message through your Account) if you commit a material or persistent breach of these Terms. You will not be entitled to a refund of any part of any pre-paid Fees and all right granted to you under these Terms shall cease and you must immediately cease all activities authorised by these Terms.
- 17.4. We may terminate these Terms and your right to access and use the Account at any time on giving you not less than 30 days' notice (which will be given via the Portal or by email) provided that if you are the Fee payer we shall refund to you any unused portion of prepaid Fees.
- 17.5. Following any termination residual data will be anonymised in accordance with our Privacy Policy. Should you wish your data to be deleted rather than anonymised please contact MyLiferaft at support@MyLiferaft.com within 14 days of termination. An admin fee for deletion of data may apply.

18. CONTACT

- 18.1. If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by email to support@MyLiferaft.com or by post to our registered office address as set out above.
- 18.2. If we have to contact you or give you notice in writing, we will do so by email or using the notification system on your Account.
- 18.3. We welcome feedback and suggestions from our Users but by giving feedback or making suggestions you acknowledge and agree that these are freely given without any restriction on use or expectation or requirement of payment, attribution or adoption by MyLiferaft. MyLiferaft may, at its absolute discretion, adopt or ignore (in whole or in part) any feedback or suggestions that you make. If we do make changes based on your feedback or suggestions then any intellectual property rights which are created belong to, and shall continue to belong to, MyLiferaft (Kuradocs Ltd) and there will be no payment or attribution to you of any kind.

19. OTHER IMPORTANT TERMS

- 19.1. You may only transfer your rights or obligations under these Terms to another person if we agree in writing in advance.
- 19.2. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.3. If any term in these Terms is held to be invalid, unlawful or unenforceable, the remaining terms will remain in full force and effect.
- 19.4. You warrant that you are located within the UK and that we are not liable for any harm or loss or limitations on your use of your account should you breach this warranty.
- 19.5. These Terms are governed by English law and we agree that the courts of England and Wales will have exclusive jurisdiction.