



## Terms & Conditions

Please read these license terms carefully before using the App. You must be at least 18 years old to use the Cannock Chase Can app.

By downloading the App you agree to these terms, which will bind you.

If you do not agree to these terms, **you must stop the downloading process now**. In this case the downloading process will terminate.

BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

### WHO ARE WE AND WHAT THIS AGREEMENT DOES

We, CANNOCK CHASE DISTRICT COUNCIL (**the Licensor**) of Civic Centre, Beecroft Road, Cannock, Staffordshire, WS11 1BG license you to use:

- Cannock Chase Can V1:00 mobile application software (App) and any updates or supplements to it.
- The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

### YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Service in the ways set out in our privacy policy - [Data Protection - Privacy Notices | Cannock Chase District Council](#)

Please be aware that internet transmissions are never completely private or secure and that any information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## **APP STORE'S TERMS ALSO APPLY**

The ways in which you can use the App may also be controlled by the relevant app store's rules and policies. For Google Play rules and policies visit [Google Play Terms of Service](#) and for the Apple App Store rules and policies visit [Legal - Licensed Application End User License Agreement - Apple](#) which will apply instead of these terms where there are differences between the two.

## **OPERATING SYSTEM REQUIREMENTS**

This app requires an iOS or Android device with a minimum of 4GB of memory, an internet connection and one of the following minimum operating systems:

11. 0 version of iOS (Apple's proprietary operating system software); or
12. 0 version of the Android OS (Google's operating system).

## **SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

**Support.** If you want to learn more about the App or the Service or have any problems using them, please take a look at our support resources at [www.cannockchasedc.gov.uk/cannockchasecan](http://www.cannockchasedc.gov.uk/cannockchasecan).

**Contacting us (including with complaints).** If you think the App or the Service are faulty or misdescribed or wish to contact us for any other reason, please email the support team at [cannockchasecan@cannockchasedc.gov.uk](mailto:cannockchasecan@cannockchasedc.gov.uk) or call 01543 462621.

**How we will communicate with you.** If we have to contact you, we will do so by email or by telephone, using the contact details you have provided to us.

## **HOW YOU MAY USE THIS APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

In return for your agreeing to comply with these terms you may:

1. download or stream a copy of the App onto one compatible device and view, use and display the App and the Service on such devices for your personal purposes only; and
2. receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

## **YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE APP**

You must be 18 or over to accept these terms and download the App.

## **YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App and the Service as set out above at "HOW YOU MAY USE THE APP". You may not otherwise transfer the App or the Service to

someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

### **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by sending you a notification via the mobile application and an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes to these terms, you will not be permitted to continue to use the App and the Service.

### **UPDATE TO THE APP AND CHANGES TO THE SERVICE**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Service.

### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the App or the Service, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide the Service to you.

### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgment about whether to use any such independent sites, including whether to buy any products or services offered by them.

## LICENSE RESTRICTIONS

You agree that you will:

1. not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Service in any form, in whole or in part to any person without prior written consent from us;
2. not copy the App or Service, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
3. not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Service nor permit the App or the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Service on devices as permitted in these terms;
4. comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service;
5. not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Service nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
    - is not used to create any software that is substantially similar in its expression to the App;
    - is kept secure; and
    - is used only for the Permitted Objective.

## ACCEPTABLE USE RESTRICTIONS

You must:

1. not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
2. not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

4. not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
5. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App and the Service throughout the world belong to us and the rights in the App and the Service are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Service other than the right to use them in accordance with these terms.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Service.** The App and the Service are provided for general information and entertainment purposes only. Please note that the App(s) shall not be construed as a medical tool of any sort. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

## **Limitations of the App**

You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the Service and function of the App (as shown in opening video) meet your requirements.

You acknowledge that all information provided, whether originating from us or a third party, may have been compiled based on the nutrient information panel or other relevant information. We do not warrant that any such information is true or accurate and we exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of that information.

We are not responsible for any data usage, roaming charges or other charges you incur when accessing the internet through any device.

The App is designed for persons aged 18 or over and the advice presented is not medical advice and should not replace advice from a healthcare professional.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Service are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Service (as described on the app store site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Service or support for the App or the Service is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but if there is a risk of substantial delay, you may contact us to end your contract with us.

## **DISCLAIMER**

**Cannock Chase District Council strongly recommends that you consult your GP before beginning any of the exercise challenges on this app. You must consult your GP prior to participating in any exercise or exercise program if you have any pre-existing medical conditions or injuries. You must be in a good state of health before taking part in any of the exercise challenges on the app.**

**Any exercise and dietary advice provided through the app are not intended as a substitute for any exercise routine, treatment or dietary advice that may have been prescribed to you by your GP, physical therapist or dietician. Any exercise or exercise programme poses inherent risks, and you are advised to take full responsibility for your own safety and know your limits at all times. When submitting any challenge, but especially exercise challenges, ensure your proposed challenge is within your own capabilities and, where relevant, your fitness level. If you experience any shortness of breath, dizziness or light-**

headedness whilst exercising, you must stop the activity immediately and seek medical advice.

If you engage in any challenge through the Cannock Chase Can app, you agree that you do so at your own risk, you are voluntarily participating in these activities and assume all risk of injury to yourself. Cannock Chase District Council and the challenge creator do not accept any responsibility for any injury or accident incurred as a result of participating in the challenges on the Cannock Chase Can app.

Cannock Chase District Council shall not be responsible or liable for any damages, injury or harm resulting from your access to, or inability to access the app, or from your reliance upon any information provided in the app.

#### **WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS**

We may end your rights to use the App and Service at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

#### **IF WE END YOUR RIGHTS TO USE THE APP AND SERVICE:**

1. You must stop all activities authorised by these terms, including your use of the App and any Service.
2. You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

#### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

#### **NO RIGHTS FOR THIRD PARTIES**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### **FOR INFORMATION**

The wellness statements within the registration process and the introductory challenge videos have been developed and approved in consultation with clinical professionals.