

## APP TERMS OF USE

This application (**App**), which includes any content and updates to it, is developed by the Wellbeing Research Team based at Neuroscience Research Australia (ABN 94 050 110 346) (**NeuRA**) and the University of New South Wales, with funding support from the Mindgardens Neuroscience Network (**Partners**).

By using this App, you agree to be bound by these terms. NeuRA may amend these terms from time to time by making the amended terms available through the App. If you do not agree to these terms (or any amended terms), or are unable to comply with any of the terms, you must immediately cease using the App.

If you have any questions about the App or these terms of use, you should contact NeuRA at <apps@neura.edu.au>.

This App is designed for use by users:

- at least 18 years of age,
- can understand written English,
- who do not have any known current mental health disorder
- are an iPhone user residing in the countries or country where the App is available for download on the App Store

**(Eligibility Criteria).**

If you do not meet the Eligibility Criteria, you should not use the App. Any use of the App by users that do not meet the Eligibility Criteria are at their own risk – NeuRA accepts no responsibility and liability arising from or in connection with such users' use of the App.

## 1. Licence

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Subject to your compliance with these terms, NeuRA grants you a personal, non-exclusive, non-transferrable licence to use the App in accordance with these terms.

## 2. App users

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### ***Research User for the Study***

2.1 ReNeuWell was designed by the Wellbeing Research Team. The team is conducting a 12-week research study (**Study**) to evaluate the effectiveness of the App in boosting wellbeing via the program of activities in the App. If you agree with these terms, meet NeuRA's eligibility criteria (including the 'Inclusion and exclusion criteria' in the Participant Information Statement) and agree to participate in the Study, you can choose to be a user of the App for the Study (**Study User**).

2.2 In choosing to be a Study User, you agree that you will:

- (a) be randomised into one of two groups (training group and comparison group) and provided with a version of the App that corresponds with the group you are placed in;
- (b) complete a short 10-minute survey 3 times throughout the Study period.

2.3 By participating in the Study as a Study User, you will receive free use of the App during the Study period and for:

- (a) an additional 4 weeks after the Study period if you were placed into a training group; or
- (b) an additional 12 weeks after the Study period if you were placed into a comparison group.

(This is the **Free Use Period**.)

After the Free Use Period, a Study User can continue using the App as a Paid User. (See below.)

- 2.4 NeuRA may choose not to accept users who wish to participate in the Study, change the period of the Study or any aspect of it, or terminate the Study, at any time at its sole discretion without incurring any liability to any Study Users.
- 2.5 NeuRA is not obligated to contact any Study Users regarding any Study outcome. Please refer to the Participant Information Statement regarding how Study Users can find out the results of the Study.
- 2.6 The Study may be subject to additional Study terms as notified in writing by NeuRA from time to time.

### ***Fee-paying User***

- 2.7 If you are not a Study User, or you are a Study User but the Free Use Period has expired or you have withdrawn from the Study, you may use the App by paying a fee.
- 2.8 The applicable fee payable will be set out on the payment page of the App.
- 2.9 If you are not paying for use of the App from your App store account, you must ensure you have obtained all necessary consents and approvals of the App store account owner to pay the applicable fee for using the App.

## **3. App use**

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- 3.1 You must ensure that any information you provide in the App is, to the best of your knowledge, accurate and complete.
- 3.2 You must not:
  - (a) use the App to harass any person; cause damage or injury to any person or property; publish any material that is false, misleading, defamatory, harassing or obscene; send unsolicited electronic messages;
  - (b) access, use or otherwise do anything with the App in violation of any laws or for any unlawful purposes, or in a manner which infringes the rights (including privacy and intellectual property rights) of anyone, or restricts the use of the App by any other user;
  - (c) create a false identity, impersonate another person or entity, or otherwise misrepresent yourself, or create user accounts or submit information by automated means or under false or fraudulent pretences;
  - (d) allow any other third party to access or use your App account;
  - (e) use any device, software, or routine to interfere or attempt to interfere with the proper working of the App, or any activity conducted on the App;
  - (f) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the App;
  - (g) incorporate by any means any of the App content into another application, website or service unless expressly authorised by NeuRA to do so in writing;
  - (h) collect or harvest any information or data from the App or attempt to decipher any transmissions to or from the servers running the App, unless expressly authorised by NeuRA to do so;
  - (i) copy (except to the extent necessary to run the App), decompile, reverse engineer, disassemble or translate the App;
  - (j) access the App in order to build a similar or competitive product or service;
  - (k) use the App for any commercial, business or resale purposes; or

- (l) use, copy, remove, delete, alter or obscure any trade mark, copyright, or any other intellectual property in the App or App content without NeuRA's prior written approval.
- 3.3 If you, or anyone using your account or identifying information, fail to comply with these App terms, NeuRA may without further notice to you:
- (a) suspend or block your access to the App (or any part of it);
  - (b) contact the relevant authorities to investigate the non-compliance where NeuRA believes it is appropriate to do so; and/or
  - (c) terminate your access to the App.
- 3.4 NeuRA may from time to time in its sole discretion develop and provide App updates, bug fixes, patches, other error corrections, and/or other features (including content). Updates may also modify or delete in their entirety certain features and functionality. NeuRA has no obligation to continue to provide or enable any particular features or functionality.
- 3.5 NeuRA may suspend or block your access to the App from time to time. The reasons for NeuRA doing so may include: to perform scheduled maintenance on the App or components required to run the App; as a result of a request made by law enforcement or other government or regulatory authorities; or due to technical difficulties.

#### **4. Security**

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- 4.1 You are responsible for ensuring that your username and password for the App is kept securely and not made available to anyone else to use the App.
- 4.2 You are liable for any activities performed in relation to the App using your username or password, regardless of whether or not you authorised that person or device to use your username or password. NeuRA recommends that you always logoff from the App after completing a session.
- 4.3 You must promptly notify NeuRA if you become aware of any unauthorised use of your username and password for the App.
- 4.4 NeuRA will put in place physical, technical and administrative security measures for the App that are designed to minimise the risk of any misuse, interference or loss and unauthorised access, modification or disclosure of your personal information.
- 4.5 Despite the above, you acknowledge that NeuRA does not provide any warranty around the security of the App, the transmission of data over the internet or any other public network, or any data a user provides through use of the App.

#### **5. User Data and personal information**

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- 5.1 Any data including personal information provided by you or generated through the App or otherwise (**User Data**) will be dealt with according to the App Terms of Use. This applies to all users of the App, Study Users and Fee-paying Users.
- 5.2 You are solely responsible for all User Data, including User Data that you upload to or download from the App. If you download any User Data to provide to a third party, you accept all risk and liability for the third party's use of the User Data provided to the third party. NeuRA takes no responsibility and is not liable to you or any third party for use of any User Data.
- 5.3 NeuRA (including its Partners) may use and publish User Data for research purposes. Such User Data will include profile information such as your age, gender, country of origin (including state/province/region), marital status, education, employment, height and weight, survey data and

app metrics (**User Research Data**). Study Users may provide additional User Research Data as described in the Participant Information Statement. User Research Data will only be used and published for research purposes in an anonymised or de-identified form.

- 5.4 NeuRA may use User Data that is personal information (e.g. your name, email address, address, date of birth or your personal contact details) for the purpose of providing you with use of the App, to exercise any of its rights or enforce any user obligations set out in these App Terms of Use, and in accordance with NeuRA's privacy policy, which may be accessed at: <http://www.neura.edu.au/privacy-policy>.
- 5.5 You consent to NeuRA (including its Partners) using User Data including personal information as set out in these App Terms of Use. For clarity, NeuRA and its Partners' rights to use and publish User Data for research purposes continues after, and is not affected by, termination of your licence to use the App and other rights granted to you under these App Terms of Use.

## **6. Intellectual property rights**

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- 6.1 All intellectual property rights in the App are owned or licensed by NeuRA and its Partners. Except for the licence granted to you under clause 2, NeuRA and its Partners reserve all rights in the App.
- 6.2 Intellectual property rights in relation to the results and information obtained from your use of the App, and any derivative works created by NeuRA and its Partners arising from or incorporating such results and information, will be owned by NeuRA. You will have no rights or interests (including any compensation or royalties) in any research or other derivative works created by NeuRA and its Partners arising from or incorporating such results and information.

## **7. Third Party Websites**

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- 7.1 The App may provide links to other websites or services operated by third parties for you to access. NeuRA provides these website links only as a convenience and does not review, approve, monitor, endorse, warrant or make any representations with respect to third party websites.
- 7.2 You acknowledge that any access of any linked third party websites or services is at your sole discretion and for your information only.
- 7.3 Any third party websites or services links within the App do not indicate NeuRA's endorsement or affiliation with those websites or services and the third party provides of those websites or services.
- 7.4 NeuRA will be not be responsible or liable for your use of or access to any linked third party websites or services.

## **8. User acknowledgement and disclaimer**

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- 8.1 By using the App, you acknowledge that:
- (a) this App may expose you to mental health related topics, which may cause psychological distress and/or discomfort;
  - (b) it is possible that you may find the App contents challenging and/or stressful; and
  - (c) you use this App at your own risk based on your own assessment of the accuracy, performance, completeness or suitability of the App and its contents.

- 8.2 **The app is not designed to diagnose or treat any mental health disorder. The app cannot provide users with any diagnosis of any mental disorder or users' level of risk for developing a disorder. The app does not replace any clinical or diagnostic assessment or treatment for mental health disorders delivered by a qualified health professional. You should speak to your doctor or a mental health professional if you feel distressed, need mental health support, or require any clinical or diagnostic assessment or treatment for mental health disorders.**
- 8.3 In the App, you will complete a "COMPAS-W scale" which will provide a report and a tailored program of activities to understand and boost your level of wellbeing. Any report and program of generated in the App does not provide any mental disorder diagnosis or assess your level of risk for developing a mental disorder.
- 8.4 While the activities used in the App are based on evidence-based psychological concepts or approaches, NeuRA does not make any promises about the App's effectiveness in boosting wellbeing and resilience of any individual.
- 8.5 The App is provided "as is" basis. To the maximum extent permitted by law, NeuRA does not provide any warranty or guarantee (express or implied) as to the accuracy, performance, completeness or suitability of the App and its contents, or that access to the App including its functions and features will be uninterrupted, error-free or that errors will be able to be fixed.

## **9. Liability**

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- 9.1 Subject to clause 9.2 below:
- (a) NeuRA's (including its Partners') maximum aggregate liability, arising from or in connection with the App (including its content and any User Data), to you whether in contract, tort (including negligence) or under statute is limited to the amount of the fee for use of the App at the time you first started using the App (whether or not such fee was payable);
  - (b) NeuRA's (including its Partners') liability arising from or in connection with the App (including its content and any User Data) will not include any direct, indirect, incidental, special or consequential damages, loss of revenue, profits, anticipated profits, savings, corruption or loss of data, failure to transmit or receive any data, even where such damages or losses were foreseeable. This includes but is not limited to:
    - (i) damage to user software, hardware or mobile device or other property, including as a result of any defects, viruses or other malicious software caused by accessing, using or downloading the App, or from transmissions via email or attachments received from NeuRA;
    - (ii) unauthorised access, theft, loss, damage or deletion of User Data. (NeuRA does not make any promises around maintaining a record or backup of any User Data, or that such User Data may be recoverable if it is lost or damaged.);
    - (iii) liability, including any mental or physical injury or death, arising from or in connection with your use of the App (including links to any third party websites or services), App content, or User Data generated by the App.
- 9.2 Nothing in these terms should be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied or mandated by law (including the Australian Consumer Law) and which by law cannot be excluded, restricted or modified.
- 9.3 NeuRA's (including its Partners') liability for breach of any condition, warranty, guarantee, right or remedy implied or mandated by law (including the Australian Consumer Law) and which by law

cannot be excluded, restricted or modified, is limited, at NeuRA's option, to the re-supply of the services, or the cost of re-supplying the services.

## 10. Termination

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- 10.1 You may terminate your licence to use the App and other rights granted to you under these App Terms of Use by not using the App and deleting the App and all copies of it from your devices. You will not be entitled to any refund for fees paid (if any) to use the App.
- 10.2 NeuRA may by notice to you terminate your licence to use the App and other rights granted to you under these App Terms of Use for any reason at any time. You will not be entitled to any refund for fees paid (if any) to use the App unless otherwise agreed by NeuRA at its absolute discretion.
- Your licence and other rights granted under these App Terms of Use rights granted under these App Terms of Use are terminated immediately if you breach any of these terms.
- 10.3 If you are a Study User, you will no longer be able to participate in the Study once your licence to use the App is terminated.
- 10.4 On termination of your licence to use the App and other rights granted to you under these App Terms of Use for any reason, you must immediately:
- (a) stop using the App; and
  - (b) permanently delete the App and all copies of it from your devices.

## 11. General

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- 11.1 These terms and your use of the App are governed by the laws of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 11.2 These App Terms of Use, and any terms expressly specified by these terms as being incorporated by reference, are the complete and exclusive statement of the agreement between NeuRA and you.
- 11.3 NeuRA may assign all or any of its rights or obligations without your consent. You must not assign any of your rights or obligation under these terms.
- 11.4 If a party has a right arising from another party's failure, the delay in exercising that right does not waive any rights.
- 11.5 If any term is illegal or unenforceable, it is to be severed and will not affect the continued operation of the other terms.
- 11.6 Clauses 4.2, 4.5, 5, 6, 7, 8, 9, 11 and any other clause which naturally should survive termination of your licence to use the App will survive termination.
- 11.7 A reference to any term or a document includes any variation or replacement of it.
- 11.8 The words **include, including**, for example or such as when introducing an example, do not limit the meaning of the words to the example or examples of a similar kind.

11.9 A term must not be construed to the disadvantage of a party merely because it was responsible for drafting it.

These App Terms of Use were last updated on 1<sup>st</sup> November 2021.