

TERMS OF USE

USE OF THIS MOBILE APPLICATION (THE "APPLICATION") CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE ("TERMS"), AS SUCH MAY BE REVISED BY JUSTICE IN MIND FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER ("USER") AND JUSTICE IN MIND GOVERNING THE USE OF THE APPLICATION. BY DOWNLOADING OR INSTALLING THIS APPLICATION USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. IF USER DOES NOT AGREE TO THESE TERMS USER SHOULD UNINSTALL THIS APPLICATION IMMEDIATELY.

ELIGIBILITY

IF THE USER IS UNDER THIRTEEN (13) YEARS BUT UNDER THE AGE OF EIGHTEEN (18) YEARS, USER SHOULD REVIEW THESE TERMS WITH USER'S PARENT OR GUARDIAN TO MAKE SURE THE USER AND USER'S PARENT OR GUARDIAN UNDERSTAND THEM.

APPLE TERMS AND CONDITIONS;

THESE TERMS SUPPLEMENT AND INCORPORATE (A) THE APPLE, INC. ("APPLE") TERMS AND CONDITIONS (LOCATED AT WWW.APPLE.COM/LEGAL/ITUNES/US/TERMS.HTML#SERVICE) INCLUDING, WITHOUT LIMITATION, THE LICENSED APPLICATION END USER LICENSE AGREEMENT PROVIDED THEREIN ("APPLE TERMS"); AND OTHER JUSTICE IN MIND POLICIES IF ANY OF THE PROVISIONS OF THE APPLE TERMS AND CONDITIONS OR THE ANY APPLICABLE JUSTICE IN MIND POLICIES CONFLICT WITH THESE TERMS, THESE TERMS WILL CONTROL, SOLELY TO THE EXTENT SUCH TERMS APPLY TO THE APPLICATION.

USER LICENSE

SUBJECT TO THESE TERMS, JUSTICE IN MIND GRANTS THE USER A PERSONAL, NON-EXCLUSIVE, NON-TRANSFERABLE, LIMITED AND REVOCABLE LICENSE TO USE THE APPLICATION FOR PERSONAL USE ONLY ON AN APPLE IPHONE, IPAD OR IPOD TOUCH (EACH A "DEVICE") OWNED OR CONTROLLED BY USER AS PERMITTED BY THE USAGE RULES CONTAINED IN THE APPLE TERMS AND IN ACCORDANCE WITH THESE TERMS ("USER LICENSE"). ANY USE OF THE APPLICATION IN ANY OTHER MANNER, INCLUDING, WITHOUT LIMITATION, RESALE, TRANSFER, MODIFICATION OR DISTRIBUTION OF THE APPLICATION OR TEXT, PICTURES, MUSIC, BARCODES, VIDEO, DATA, HYPERLINKS, DISPLAYS AND OTHER CONTENT ASSOCIATED WITH THE APPLICATION ("CONTENT") IS PROHIBITED. THIS AGREEMENT AND USER LICENSE ALSO GOVERNS ANY UPDATES TO, OR SUPPLEMENTS OR REPLACEMENTS FOR, THIS APPLICATION UNLESS SEPARATE TERMS ACCOMPANY SUCH UPDATES, SUPPLEMENTS OR REPLACEMENTS, IN WHICH CASE THE SEPARATE TERMS WILL APPLY.

CHARGES

JUSTICE IN MIND CURRENTLY DOES NOT CHARGE YOU TO USE THE SERVICE. HOWEVER, YOUR NETWORK OPERATOR MAY CHARGE YOU FOR USING THEIR SYSTEMS OR TELEPHONY NETWORK TO ACCESS THE SERVICE. IF JUSTICE IN MIND INTRODUCE SERVICE CHARGES IT WILL DISPLAY DETAILS OF THOSE CHARGES AT WWW.ADHDANDJUSTICE.CO.UK WHERE CHARGES APPLY WE WILL REMIND YOU THAT A CHARGE WILL BE INCURRED BEFORE YOU

PROCEED WITH A CHARGEABLE REQUEST. YOU WILL NOT BE ENTITLED TO CANCEL A CHARGEABLE REQUEST AFTER IT HAS BEEN MADE.

USER INFORMATION

SOME FUNCTIONALITY OF THE APPLICATION, INCLUDING LOCATION BASED SERVICES AND FUNCTIONALITY, MAY REQUIRE THE TRANSMISSION OF INFORMATION PROVIDED BY THE USER INCLUDING USER NAMES AND PASSWORDS, ADDRESSES, MEDICATION TAKEN OR TO BE TAKEN, E-MAIL ADDRESSES, INFORMATION RELATED TO A GPS LOCATION (“USER INFORMATION”). IF THE USER USES SUCH APPLICATION FUNCTIONALITY, THE USER CONSENTS TO THE TRANSMISSION OF USER INFORMATION TO JUSTICE IN MIND, OR ITS AGENTS AND AUTHORIZES JUSTICE IN MIND AND ITS AGENTS TO RECORD, PROCESS AND STORE SUCH USER INFORMATION AS NECESSARY FOR THE APPLICATION FUNCTIONALITY AND FOR PURPOSES DESCRIBED IN THE JUSTICE IN MIND PRIVACY POLICY.

THE USER IS SOLELY RESPONSIBLE FOR MAINTENANCE OF THE CONFIDENTIALITY AND SECURITY OF ANY USER INFORMATION TRANSMITTED FROM OR STORED ON A DEVICE FOR PURPOSES OF THE APPLICATION FOR ALL TRANSACTIONS AND OTHER ACTIVITIES. JUSTICE IN MIND OR THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY LOSSES ARISING OUT OF THE LOSS OR THEFT OF USER INFORMATION TRANSMITTED FROM OR STORED ON A DEVICE OR FROM UNAUTHORIZED OR FRAUDULENT TRANSACTIONS ASSOCIATED WITH APPLICATION.

ACCEPTABLE USE

USE OF THE APPLICATION AND ANY CONTENT AND USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION IS LIMITED TO THE CONTEMPLATED FUNCTIONALITY. IN NO EVENT MAY THE APPLICATION BE USED IN A MANNER THAT (A) HARASSES, ABUSES, STALKS, THREATENS, DEFAMES OR OTHERWISE INFRINGE OR VIOLATE THE RIGHTS OF ANY OTHER PARTY (INCLUDING BUT NOT LIMITED TO RIGHTS OF PUBLICITY OR OTHER PROPRIETARY RIGHTS); (B) IS UNLAWFUL, FRAUDULENT OR DECEPTIVE; (C) USES TECHNOLOGY OR OTHER MEANS TO ACCESS JUSTICE IN MIND OR CONTENT THAT IS NOT AUTHORIZED BY JUSTICE IN MIND ; (D) USE OR LAUNCH ANY AUTOMATED SYSTEM, INCLUDING WITHOUT LIMITATION, "ROBOTS," "SPIDERS," OR "OFFLINE READERS," TO ACCESS JUSTICE IN MIND OR CONTENT; (E) ATTEMPTS TO INTRODUCE VIRUSES OR ANY OTHER COMPUTER CODE, FILES OR PROGRAMS THAT INTERRUPT, DESTROY OR LIMIT THE FUNCTIONALITY OF ANY COMPUTER SOFTWARE OR HARDWARE OR TELECOMMUNICATIONS EQUIPMENT; (F) ATTEMPTS TO GAIN UNAUTHORIZED ACCESS TO JUSTICE IN MIND COMPUTER NETWORK OR USER ACCOUNTS; (G) ENCOURAGES CONDUCT THAT WOULD CONSTITUTE A CRIMINAL OFFENSE, OR THAT GIVES RISE TO CIVIL LIABILITY; (H) VIOLATES THESE TERMS; (I) ATTEMPTS TO DAMAGE, DISABLE, OVERBURDEN, OR IMPAIR JUSTICE IN MIND SERVERS OR NETWORKS; OR (J) FAILS TO COMPLY WITH APPLICABLE THIRD PARTY TERMS (COLLECTIVELY “ACCEPTABLE USE”). JUSTICE IN MIND RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO TERMINATE ANY USER LICENSE, REMOVE CONTENT OR ASSERT LEGAL ACTION WITH RESPECT TO CONTENT OR USE OF THE APPLICATION THAT JUSTICE IN MIND REASONABLY BELIEVES IS OR MIGHT BE IN VIOLATION OF THESE TERMS OF ACCEPTABLE USE OR JUSTICE IN MIND, BUT JUSTICE IN MIND FAILURE OR DELAY IN TAKING

SUCH ACTIONS DOES NOT CONSTITUTE A WAIVER OF ITS RIGHTS TO ENFORCE THESE TERMS.

JUSTICE IN MIND OWN AND ARE THE LICENSEE OF A WIDE RANGE OF INTELLECTUAL PROPERTY RIGHTS USED IN AND RELATING TO THE APPLICATION, INCLUDING: THE LOGO.

JUSTICE IN MIND MAY LIMIT YOUR ACCESS TO SOME PARTS OF THE APPLICATION DEPENDING ON WHETHER YOU HAVE REGISTERED WITH US. PLEASE DO NOT TELL OTHER PEOPLE YOUR LOG IN, PASSWORD OR ANY OTHER PIECE OF INFORMATION THAT IS PART OF OUR SECURITY PROCEDURES. WE TAKE STEPS TO PREVENT PEOPLE MISUSING THE APPLICATION AND TO MAKE SURE THAT OUR RIGHTS ARE NOT AFFECTED.

YOU ARE RESPONSIBLE FOR THE CONTENT OF ANY MATERIAL PROVIDED USING YOUR LOG IN DETAILS AND PASSWORD. YOU MUST NOTIFY US IMMEDIATELY IF YOUR LOG IN DETAILS AND/OR PASSWORD ARE USED WITHOUT YOUR PERMISSION. WE HAVE THE RIGHT TO DISABLE ANY ACCOUNT IF, IN OUR ABSOLUTE DISCRETION, YOU HAVE FAILED TO COMPLY WITH THESE CONDITIONS, INCLUDING IF YOUR DISPLAY NAME IS INAPPROPRIATE IN ANY WAY.

JUSTICE IN MIND PROCESS INFORMATION ABOUT YOU IN LINE WITH OUR PRIVACY POLICIES. BY USING THE SERVICE, YOU AGREE TO THE WAY IN WHICH WE PROCESS YOUR PERSONAL INFORMATION

INDEMNIFICATION

AT JUSTICE IN MIND'S REQUEST, THE USER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS JUSTICE IN MIND AND ITS PARENT AND OTHER AFFILIATED COMPANIES, AND THEIR EMPLOYEES, CONTRACTORS, OFFICERS, AND DIRECTORS FROM ANY AND ALL CLAIMS, SUITS, DAMAGES, COSTS, LAWSUITS, FINES, PENALTIES, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES) THAT ARISE FROM THE USER'S USE OR MISUSE OF THE APPLICATION, VIOLATION OF THESE TERMS OR VIOLATION OF ANY RIGHTS OF A THIRD PARTY. JUSTICE IN MIND RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY THE USER, IN WHICH EVENT THE USER WILL COOPERATE IN ASSERTING ANY AVAILABLE DEFENCES. IN THE EVENT OF ANY THIRD PARTY CLAIM THAT THE APPLICATION OR USER'S POSSESSION AND USE OF THE APPLICATION INFRINGES THAT THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT, JUSTICE IN MIND, NOT APPLE, WILL BE SOLELY RESPONSIBLE FOR THE INVESTIGATION, DEFENCE, SETTLEMENT AND DISCHARGE OF ANY SUCH INTELLECTUAL PROPERTY INFRINGEMENT CLAIM.

NO WARRANTIES

JUSTICE IN MIND IS PROVIDING THE APPLICATION TO THE USER "AS IS" AND THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, JUSTICE IN MIND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABILITY, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT OR FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OR

THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION WILL BE SUCCESSFULLY, ACCURATELY OR SECURELY TRANSMITTED.

THE USER ACKNOWLEDGE AND AGREE THAT THE SERVICE MAY FROM TIME TO TIME BE ADVERSELY AFFECTED BY EVENTS OUTSIDE THE CONTROL OF JUSTICE IN MIND. THE SERVICE IS SUBJECT TO THE LIMITATIONS OF THE ENABLING TECHNOLOGY ON WHICH IT IS RELIANT AND MAY BE ADVERSELY AFFECTED BY NETWORK PERFORMANCE AND OTHER OPERATIONAL FACTORS INCLUDING WITHOUT LIMITATION, CONGESTION, NETWORK COVERAGE, DROPPED CONNECTIONS, THE PERFORMANCE OF YOUR MOBILE DEVICE AND THE MAINTENANCE OF SECURE NETWORK CONNECTIONS. JUSTICE IN MIND SHALL NOT BE LIABLE FOR ANY ERROR, DELAY OR FAILURE IN CONNECTION WITH TRANSMISSION OF THE SERVICE. JUSTICE IN MIND AIM TO UPDATE OUR SERVICE REGULARLY, AND MAY CHANGE THE MATERIAL WITHIN IT AT ANY TIME. IF THE NEED ARISES, WE MAY SUSPEND ACCESS TO THE SERVICE, OR CLOSE IT INDEFINITELY.

IN THE EVENT OF ANY FAILURE OF THE APPLICATION TO CONFORM TO ANY APPLICABLE WARRANTY, USER MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE FOR THE APPLICATION TO THE USER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE JUSTICE IN MIND SOLE RESPONSIBILITY.

NO LIABILITY

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL JUSTICE IN MIND (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION; AND (B) BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION.

MARKS, APPLICATION AND CONTENT

THE APPLICATION AND THE CONTENT ARE PROTECTED BY COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, INTERNATIONAL TREATIES, LAWS AND OTHER PROPRIETARY RIGHTS, AND ALSO MAY HAVE SECURITY COMPONENTS THAT PROTECT DIGITAL INFORMATION ONLY AS AUTHORIZED BY JUSTICE IN MIND OR THE OWNER OF THE CONTENT.

GOVERNING LAW AND JURISDICTION

THESE TERMS ARE GOVERNED BY THE LAWS OF THE UNITED KINGDOM. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL HAVE NO APPLICABILITY. THE USER IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN THE UNITED KINGDOM FOR PURPOSES OF ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THE USE OF THE APPLICATION OR THESE TERMS.

THIRD PARTY BENEFICIARY

APPLE, AND APPLE'S SUBSIDIARIES, IS THIRD PARTY BENEFICIARIES OF THESE TERMS. UPON USER'S ACCEPTANCE OF THESE TERMS APPLE WILL HAVE THE RIGHT (AND WILL BE DEEMED TO HAVE ACCEPTED THE RIGHT) TO ENFORCE THESE TERMS AGAINST USER AS A THIRD PARTY BENEFICIARY THEREOF.

CHANGES

JUSTICE IN MIND RESERVES THE RIGHT TO CHANGE OR MODIFY THESE TERMS OR ANY OTHER JUSTICE IN MIND POLICIES RELATED TO USE OF THE APPLICATION AT ANY TIME AND AT ITS SOLE DISCRETION BY POSTING REVISIONS ON THE JUSTICE IN MIND WEBSITE. CONTINUED USE OF THE APPLICATION FOLLOWING THE POSTING OF THESE CHANGES OR MODIFICATIONS WILL CONSTITUTE ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS.

CONTACT JUSTICE IN MIND

ANY QUESTIONS, COMPLAINTS OR CLAIMS REGARDING THE APPLICATION SHOULD BE DIRECTED TO:

*JUSTICE IN MIND
UNIT 15
THOMPSON RD
BLACKPOOL
FY4 5PN*