

Welcome to Uppiddee: We want to form a lasting partnership with you that will be productive for you and us. Please read the following important Terms and Conditions (“Terms of Service”) carefully.

The Cool Stuff: We deliver a software solution that promotes personal and organisational wellbeing in the workplace. Uppiddee’s software platform is interactive and promotes engagement by allowing employees to interact with each other and monitor their own performance on a constant basis. We want to make employees more productive and happier at work. Employees can spend more time at work than any other single activity. Uppiddee and its staff love coming to work and being challenged every working day. Join us in your new more engaging, more productive and more interactive work environment.

Our primary offering is the Uppiddee core platform. Employees can interact with Uppiddee on a daily basis. An employee’s level of engagement with the core modules will be unique to each employee. Employees can also use Uppiddee to log feedback, workouts and challenges.

You can use Uppiddee to choose challenges for improving your wellbeing. Challenges could be as simple as going for a 30-minute walk three times a week, avoiding caffeine for a week, or doing endorphin-releasing exercises. Uppiddee allows employees to set their own challenges. You can voluntarily log biometric data.

You can use Uppiddee to detail your contribution to the wider community. Companies are trying to add community value along their supply chains and employees can demonstrate this community value added in Uppiddee. Employees can also invite and encourage others to join external community initiatives.

Each person's information is secure and is stored and accessed separately in individual profiles.

Unbelievably, Uppiddee© is Uppiddee’s trademark.

The Uncool Stuff.....let’s not fight....if we disagree....it is better to reach a mutually acceptable agreement.....without having to incur needless expenses.

1. Shhh....it’s a secret.....You and Uppiddee: Your use of <https://www.uppiddee.com> and related websites (“Uppiddee”) is governed by this agreement. “We”, “us,” or “our” means Uppiddee Limited, an Irish corporation and its subsidiaries and affiliates. You are also subject to Uppiddee's Website Privacy Statement, Acceptable Use Policy, General Terms of Use and Privacy Policy. ‘You’ refers to registered employers and/or registered employees.

2. We are not doctors.....No Medical Advice Given or Taken: Use of Uppiddee does not create a doctor-patient relationship nor does Uppiddee offer medical or any other advice. Any content accessed (“Content”) or services provided (“Services”) through Uppiddee is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, or adverse effects. While Uppiddee provides users with a useful wellbeing management tool, your use of the Services is at your own sole risk.

Please consult your doctor or other qualified health care professional before starting any recommended activity, changing any medication, changing your diet, or changing any course of treatment or if you have any questions about a medical condition.

Never disregard professional medical advice or delay seeking it because of something you have read on Uppiddee or because of a challenge you have entered into or accepted on Uppiddee.

3. Content is King: Certain types of content are made available on Uppiddee. As used in these Terms of Service, "Content" means the text, data, graphics, video, images, and other content made available through Uppiddee, excluding User-Provided Data. As used here, "User-Provided Data" means the text, data, graphics, video, images, and other content and information, not derived from Uppiddee or Uppiddee's Services that users submit on Uppiddee. Uppiddee reserves the right to remove and permanently delete any Content or User-Provided Data from Uppiddee without notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing or otherwise making available any Content, User-Provided Data, or other materials that are believed to violate these Terms of Service.

4. Protect it at all costs.....Your Uppiddee Account: You must provide accurate and complete registration information when you register to use Uppiddee. You are responsible for the security of your passwords and for any use of your account. You must immediately notify us and/or your employer of any unauthorized use of your password or account. Your use of Uppiddee and any Content and Services must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to use Uppiddee.

5. Your Information is important to us but even more important for you: The privacy of your personal information is very important to us. We may only use your personal information as permitted by the Uppiddee Privacy Policy, your sharing authorizations, and applicable law. If you create, transmit, or display information while using Uppiddee, you may only do so with information that you own or have the right to use.

Email from Uppiddee is not encrypted and this information is not secured. It is possible for these communications to be intercepted or accessed without your authorization, and by using Uppiddee, you hereby release Uppiddee from any liability arising from or related to any such unauthorized access.

We understand that certain information is sensitive. If you do not want to enter certain voluntary information, don't worry. We only ask for information to make Uppiddee a more productive and engaging experience.

6. Secure it now..... Your Personal Information.....this is a crazy long section: We are committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, and disclosure. For example, if we store the personal information you provide on our servers; it will be encrypted and access to these servers will be controlled. We restrict personal information to our employees, contractors, and agents who need to know that information in order to operate, develop, or improve

our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

All user information is stored in our databases to secure your privacy from unauthorized users pursuant to current data protection laws. However, you are solely responsible for your own User-Provided Data and the consequences of posting or publishing it. You understand that Uppiddee cannot guarantee total confidentiality with respect to User-Provided Data, but Uppiddee will use commercially reasonable efforts to ensure the security and confidentiality of messages, which you access through Uppiddee. Technical support is only provided to registered users of Uppiddee and is only available via your employer and/or via Uppiddee's email and telephone help services. Uppiddee endeavours to deal with any such queries within a reasonable amount of time. The technical processing and transmission of the Services, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices but any such changes will be in full compliance with data protection law. You may not upload, post, host, or transmit unsolicited email, push notifications or "spam" messages through or in connection to the service. You may not transmit or allow transmission of any worms or viruses or any code of a destructive nature or denial of service nature.

No method of safeguarding information is perfect and unfortunately, we cannot guarantee that your information will be 100% secure. But we aim to keep your information secure as information security is paramount to Uppiddee's current and future success.

We will only ever disclose information on our website for illustrative and promotional purposes. This information will always be anonymised. Uppiddee will hold but will not pass any of your personal details onto any third party in a direct form, but retains the right to send overall group information including a breakdown of usage data to relevant administrators within an organization. Aggregate statistics about Uppiddee and Uppiddee.com users, traffic patterns and related site information may be provided to reputable third-party vendors, but these statistics will include no personally identifying information.

The information collected on Uppiddee is used to help improve the service for our users. Should we elect to change our Privacy Policy, we will post the changes on our website. Where the changes are significant, we may also choose to email registered users with the new details. This policy is a statement of Uppiddee's commitment to protect the rights and privacy of individuals in accordance with the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003.

Uppiddee will keep data for purposes that are specific, lawful and clearly stated and the data will only be processed in a manner compatible with these purposes. Uppiddee will only disclose personal data that is necessary for the purpose(s) or compatible with the purpose(s) for which it collects and keeps the data. Uppiddee will take appropriate security measures against unauthorized access to, or alteration, disclosure or destruction of, the data and against the data's accidental loss or destruction. Security measures will include stringent controls, passwords, encryption, and access and backup controls of computerized data. Personal data backups will be held securely and access will be limited to authorized persons only in accordance with domestic and EU data protection laws. Uppiddee and/or your employer will have procedures, which are sufficient to ensure high levels of data accuracy. Uppiddee and/or your employer will put in place appropriate procedures to assist staff in

keeping data up-to-date. Uppiddee and/or your employer will also carry out periodic reviews and audits to ensure data is accurate, complete and up-to-date. Personal data held by Uppiddee will be adequate, relevant and not excessive in relation to the purpose(s) for which it is kept. Uppiddee will decide on specific criteria by which to decide what is adequate, relevant and not excessive and apply those criteria to each information item and the purposes for which it is held.

Uppiddee will not retain user records for any longer than 6 months after termination of service, but may be required to hold user records as long as any future legal situation may dictate they are held.

7. Come and get it.....your data for a small fee: Uppiddee and/or your employer will have procedures in place to ensure that data subjects can exercise their rights under Irish Data Protection legislation. A data subject is entitled to the following on written application within forty days:

1. A copy of his/her personal data;
2. The purpose of processing the data;
3. The persons to whom Uppiddee or your employer discloses the data;
4. An explanation of the logic used in any automated decision making;
5. A copy of recorded opinions about her/him, unless given in confidence.

The requester must pay an access fee to Uppiddee not exceeding €6.35. Uppiddee is not obliged to refund any fee that it charges for dealing with access requests if it is determined that no data and/or no personal data is kept. Fees will be refunded if Uppiddee does not comply with the request, or if the personal data concerned must be rectified, supplemented or erased.

The right of access may be restricted where the data is: required for the purpose of preventing, detecting or investigating offences, apprehending or prosecuting offenders, or assessing monies due to the Irish State; subject to legal professional privilege; kept only for statistical or research purposes and the results are not made available in a way that identifies data subjects; back-up data.

8. Sometimes.....people can ask for your data.....and actually get it: Personal data is only disclosed in ways that are necessary or compatible with the purpose for which the data is kept. Special attention is paid to the protection of sensitive personal data, the disclosure of which would normally require explicit consent.

Except where there is a statutory obligation to comply with a request for personal data, or where a data subject has already been made aware of disclosures, information will not be disclosed to any third party without the consent of the data subject. Verbal consent to disclose personal data on the data subject may be obtained by telephone in the case of non-sensitive personal data, but must include asking the subject to confirm facts that should be known only to them, such as date of birth. The date and time of the giving of the verbal consent should be recorded in writing.

Verbal consent to disclosure of personal data to a third party is not permitted unless there is a statutory obligation to disclose, or the information is released, to the Gardaí for example, for the prevention of crime and if informing the subject of the disclosure would prejudice the enquiries, or unless it is in the vital interest of the data subject.

Personal data should only be disclosed to work colleagues where they have a legitimate interest in the data in order to fulfil administrative functions.

In Ireland, the Data Protection Act 1988 (as amended) provides for disclosures where data is:

- Authorized for safeguarding the security of the State;
- Required for the purpose of preventing, detecting or investigating offences, apprehending or prosecuting offenders, or assessing moneys due to the State;
- Required to protect the internal relations of the State;
- Required urgently to prevent damage to health or serious loss/damage to property;
- Required under law;
- Required for legal advice or legal proceedings;
- Disclosed to the data subject;
- Disclosed at the request or with the consent of the data subject.

9. Uppiddee has game but it has Content and Services too: We authorize you to view or download the Content and use the Services solely for your personal and non-commercial use in accordance with all applicable laws.

If you find certain Content on Uppiddee offensive, disturbing and/or sexually explicit, please let your employer or Uppiddee know about it.

The Content and Services may not be used for any illegal purpose. You may not access our networks, computers, or the Content and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Content or Services, other accounts, computer systems, or networks connected with Uppiddee, the Content, or Services.

The Content is licensed only for the personal, household, and educational use of a single individual. An individual's non-commercial reuse or redistribution of any portion of the Content that falls within what is permitted by law is permitted. No commercial use or redistribution of any Content is permitted, unless we provide you with written prior agreement. Any hyperlink or other re-display of the information on another website must display the Content full-screen and not within a "frame" on the linked or other site.

We do not recommend or endorse any specific Content, Services, products, procedures, opinions, or other information that may be mentioned on Uppiddee. Reliance on Content or Services is solely at your own risk. Content and Services may have been provided by third parties and may not have been vetted or certified by Uppiddee. While we believe you will find the Content and Services useful, we cannot guarantee that the Content and Services will help you achieve the results you desire.

The Content and Services may link you to other websites or information, software, data, or other contents on or off the Internet, including linked click-through or other advertising, or through featured or sponsored sites. We have not reviewed the contents that may be reached by such links and we are not responsible for such content. Your linking to any other pages on other sites is at your own risk. The information, software, data, or other contents (including opinions, claims, comments) contained in linked references are those of the companies responsible for such sites and should not be attributed to us. We have not attempted to verify the truth or accuracy of any such opinion, claim, or comment, nor do we endorse or support them. We do not warrant, nor are we in any way

responsible for, information, software, data, privacy policies, or other content that is outside of our control.

10: Out in the wild.....Community-based Programs: Community-based programs can be logged on Uppiddee and may allow you to interact with other participants in the community. You are solely and entirely responsible for your participation in community-based programs.

11. Don't do anything that endangers yourself.....this is a ridiculous list but our lawyers said to include it.....here goes: You agree to not use Uppiddee, its Content, or any Services to: (a) upload, post, email, transmit or otherwise make available any communications through Uppiddee that (i) are unlawful, harmful, threatening, abusive, harassing, torturous, offensive, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or otherwise objectionable or infringe any rights of any other party, (ii) you do not have a right to make available under any law or under contractual or fiduciary relationships or (iii) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (b) impersonate any person or falsely state or otherwise misrepresent your affiliation with any person; (c) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to enjoy Uppiddee; (d) interfere with or disrupt Uppiddee or servers or networks connected to Uppiddee, or disobey any requirements, procedures, policies or regulations of networks connected to Uppiddee; (e) collect information about others without their express consent; or (f) intentionally or unintentionally violate any applicable local, state, national or international law or regulation.

12. We own a few things.....Proprietary Rights, Notices, and Takedown Procedures: We own all proprietary rights to Uppiddee, Content and Services. Your licence to use Uppiddee is personal, revocable, non-assignable, and non-exclusive. Uppiddee, the Uppiddee logo, other Uppiddee Trademarks and service marks and other Uppiddee logos and product and service names are our trademarks (the "Uppiddee Marks"). Without Uppiddee's prior permission, you agree not to display or use in any manner the Uppiddee Marks.

If you believe any materials accessible on or from Uppiddee infringe your copyright, you may request removal of those materials (or access thereto) from Uppiddee by contacting us and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible, include a copy or the location (e.g. URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and (if available) email address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers and account holders of Uppiddee who are repeat infringers.

13. Comply, comply and comply again.....Modifications and Termination of Uppiddee: If you violate any of the terms of this Agreement (including the other policies and statements already mentioned), your permission to use the Content and Services automatically terminates and you must immediately destroy any copies you have made of any portion of the Content. We may place limits on, modify, or terminate your right to access and use Uppiddee and the Services and/or Content at any time. This suspension or termination may delete information, files, and other previously available Content.

14. Couples drift apart, companies sell to the highest bidder and agreements change: We may occasionally update these Terms of Service. When we do, we will also revise the "last modified" date at the top of this document. We encourage you to review these terms of service periodically. Your continued use of Uppiddee constitutes your agreement to the changed terms of service.

15. Indemnification.....lawyer-ese for 'you will not sue us': You agree to indemnify and hold us harmless against any claims or losses imposed on, incurred by, or asserted as a result of or relating to: (a) your use of Uppiddee or the Content or Services; (b) your non-compliance with any of the terms and conditions hereof; and (c) any third-party actions related to or arising from your receipt or use of Uppiddee or the Content or Services, whether authorized or unauthorized under the Terms of Service.

In no event will Uppiddee, its officers, directors, employees or agents, be liable to you for any damages whatsoever, including without limitation, incidental, special, punitive, loss of profits, damage to health or social situation, goodwill, or other intangible losses or consequential damages arising out of or in connection with your use of Uppiddee's Services, Content and User-Provided Data whether or not the damages are foreseeable and whether or not Uppiddee has been advised of the possibility of such damages. The foregoing limitation of liability will apply to the fullest extent permitted by law.

16. Warranties not available: Uppiddee and its Content and Services are provided "as is". Neither we nor any of our licensors make any express warranties, and we and each of them disclaims all implied warranties, including implied warranties of accuracy, merchantability, fitness for purpose and non-infringement. Neither we nor any of our licensors, servants or agents make any warranties that our Content or Services satisfy legislative or regulatory requirements.

You are responsible for ensuring your use of Uppiddee complies with all applicable laws and neither we nor any of our licensors, servants or agents make any representation concerning Uppiddee and its Content or Services when used in a country other than the country where the product was sold.

Uppiddee, and its licensors, servants and agents do not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the information that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you

through the service will meet your expectations, and (v) any errors in the Services will be corrected. Instead, we will be on a best business endeavour.

17. Wow....content can be licensed: Certain Content may be licensed from third-parties. The licences for some of this Content contain additional terms. These terms can be reviewed on our website. Our licensors may be third party beneficiaries to this agreement pursuant to our agreements with them. To the extent our licensors are third party beneficiaries to this agreement, the rights and protections provided to us hereunder inure to their benefit. There are no other third party beneficiaries to this agreement. The parties are independent contractors, and nothing in this agreement creates an agency, partnership, or joint venture.

18. Help us.....help you....in court: In accepting these terms, you agree to defend, indemnify, and hold Uppiddee, its officers, directors, employees and agents, harmless from and against any third party claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of Uppiddee and its Content and Services; (ii) your violation of these Terms of Service; or (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right.

19. In addition to all the other terms.....there are general legal terms: This agreement is the entire agreement between you and us relating to Uppiddee and replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this agreement. If there is any conflict between this agreement and a signed written agreement between you and us related to Uppiddee, the signed written agreement will control our relationship.

If we provide you with a translation of the English language version of this agreement, the English language version of this agreement will prevail if there is any conflict.

A failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

Irish law governs this agreement and the exclusive venue for any dispute relating to this agreement is the Republic of Ireland. You and Uppiddee consent to the personal jurisdiction of the Irish courts.