

TERMS OF USE

ISSUED BY SLIM 2 WIN LTD

LAST UPDATED – DECEMBER 2019

These terms and conditions (**Terms**) apply to your use of the Slim-2-Win application (including all associated firmware, software, websites, APIs, products and services) (**App**).

These Terms are a binding agreement between you and Slim 2 Win Ltd (Co. Regn. No. 11981163) whose registered address is at 6 Smugglers Mews, 114 Brighton Road, Horsham, West Sussex, RH13 5DE, UK (**the Company, we, us, our** etc.).

You agree to these Terms if you either (a) download or use the App or (b) create an account with us through the App.

IF YOU DO NOT ACCEPT THESE TERMS OR WANT TO BE BOUND BY THEM, IN WHOLE OR IN PART, DO NOT USE THE APP. In such a case, you should immediately discontinue all use of the App and delete it from your device.

The Slim-2-Win App is designed to support and encourage responsible weight loss as part of a healthy and balanced diet and lifestyle. It may not be suitable for everyone. Extreme or irresponsible weight loss, or failure to follow our guidance, may lead to serious illness or injury. Please read the section headed “Tips” in the settings tab for further details.

In particular, you must be at least 18 years of age to use the App or have an account with us. By using the App, or creating an account, you warrant and represent to us that you are at least 18 years or older.

1. PLEASE READ OUR PRIVACY POLICY

We take data protection and your privacy seriously. Please read our [Privacy Policy](#) carefully. This sets out important information about what data we collect through your use of the App, how we keep this safe and what we do with it, including use of such data for targeted advertising. It also explains how you can exercise your statutory rights. By using the App, you agree that we can collect, store and use your personal information in accordance with our [Privacy Policy](#).

2. USING THE APP – USER LICENCE

Subject to your compliance with all conditions of these Terms, the Company grants you a non-exclusive, personal, revocable, non-sublicensable, non-transferable, limited licence to use the App for your non-commercial, personal use, subject to these Terms.

Your use of the App, and these Terms, is also subject to any applicable terms and conditions of platform providers including without limitation: Apple Inc., Google Inc., Amazon Digital Services, Inc. Such other terms are not our responsibility.

You are strictly prohibited from using the App for any unlawful, illegal, immoral or illegitimate purpose. Without prejudice to the generality of the foregoing, you may not while using the App, except to the extent permitted by law:

1. share, rent, resell, exploit or make available copies of the App or otherwise use the App commercially;

2. cheat, rig, fix, circumvent rules or processes, use multiple accounts, exploit 'loopholes' or bugs, or use the App in a way which is not within the spirit intended by the Terms or in a way which may harm the experience of other users of the App;
3. modify or adapt the App or hack, merge, translate, create derivatives from the App, mimic, disable the App or tamper with them;
4. reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software, code or other intellectual property used to provide the App;
5. where applicable, share any password or security information you use to access the App with any other person;
6. delete, obscure, remove or otherwise prevent the proper display of intellectual property (including without limitation copyright and trademark notices or other legal lines or credits) notices in the App;
7. do anything (or attempt to do anything) which might disrupt use of the App by us or other users, or which could threaten, harass or upset other users of the App or user community; and or
8. make anything available on or through the App that violates the rights of third parties (including without limitation their intellectual property or privacy rights).

3. ONLINE ACCOUNT DETAILS

In order to use the App you may need to register, for which you may need to submit certain information and choose, for example, a username and a password.

You undertake that all the information supplied during registration is truthful, complete and correct. You can amend your registration details at any time through the App (where we provide that functionality).

DO NOT SHARE YOUR ACCOUNT INFORMATION WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. If you believe that your account or account information has been compromised, you must inform us immediately using the contact details below.

You are responsible for all activity that occurs in association with your account. You are responsible for safeguarding your account credentials. The Company is not liable for any losses or damages caused by your failure to maintain the confidentiality of your account credentials.

If you do not use your account, make a deposit or withdrawal, or the account is otherwise inactive for a period of at least 24 consecutive months, we will regard the account as inactive, whereupon we will refund any balance to you using the payment details already provided less our administration fee of £150. We will notify you when your account is inactive and at least 30 days before any inactive account fee is due.

4. ADVICE FOR USE OF THE APP

The App may not be suitable for everyone. In particular, it is not recommended that you use the App if (without limitation):

1. You have been advised by a medical practitioner to avoid or limit weight loss;
2. You are pregnant or may be pregnant;
3. You are under the age of 18 years;

4. You have, or have a history of, anorexia nervosa, eating disorders, a fear of gaining weight, a strong desire to be thin, bulimia nervosa, anxiety, depression, or substance abuse;
5. You are taking medication of any description that may interfere with weight loss or be affected by it;
6. You have an unusually low body mass index or are already underweight;
7. There is any other compelling reason why it would be dangerous or imprudent for you to engage in a weight loss programme, or you have been advised of the possibility of such a reason existing.

If you are in any doubt about your use of the App, you should seek independent medical advice and not engage in any weight loss programme, or use of the App, until a medical practitioner has certified you fit to do so.

Use of the App is exclusively at your own risk. You should only do so responsibly and safely. We may from time to time publish guidance on responsible weight loss. You agree to have regard to and follow such guidance at all times.

5. WEIGHT LOSS CHALLENGES – ENTRY REQUIREMENTS

The App offers you the opportunity to engage in one of two weight loss challenges. These are designed to be voluntary challenges; they are not targets, nor do they form part of any weight loss programme or regime.

Use of the App, or participation in any challenge(s), is not guaranteed to produce any particular result or outcome, nor do we warrant or represent that any particular outcome or result is achievable. You may not lose weight by using the App. The App may not be appropriate if you have been advised to lose weight for medical reasons.

There are two challenges: (1) a short term challenge (defined by us in the App but usually one month in duration) and (2) a longer term challenge (defined by us in the App but usually three months in duration).

Participation in a challenge will require payment of an entry fee. The entry will be set by us from time to time, but is currently £25 for a short term challenge and £50 for a longer term challenge. Additional conditions for entry are set out in the Rules (as defined below).

In order to participate in a challenge, or set up an account with us, you may also be required to provide certain statistical information about yourself, including (without limitation) your age, sex, BMI rating, height and weight, which we will use to calculate an appropriate weight loss target. For details about we store and safeguard your personal information, please see our [Privacy Policy](#).

The challenge criteria is not aspirational or ideal or meaningful in any way; it is set by us exclusively for the purposes of participating in a challenge. We use reasonable endeavours to set achievable targets, but do not promise that they can be achieved. Challenge criteria does not constitute advice, medical or otherwise, nor may criteria be relied on for any purpose not connected with use of the App. You do not have to accept a challenge once you have entered your details, but the entry fee is in all circumstances non-refundable unless we agree otherwise.

We are not responsible for the accuracy, reliability, availability, effectiveness or correct use of information you receive through the App. Use of the App should not replace your good judgement

and common sense. Information provided by us is not intended to amount to advice about weight loss or lifestyle; participation in a challenge is entirely your choice.

Do not accept or continue with a challenge if you feel unable or uncomfortable doing so, or you are experiencing any side-effects such as (without limitation), pain, dizziness, stomach aches, vomiting, drowsiness, loss of concentration, anxiety or any other adverse reaction.

Only participate in a challenge as part of a healthy and balanced lifestyle and diet. Do not attempt to lose weight in an extreme or unusual way. **If you do not think you can safely participate in the challenge, or you do not think you can achieve the target safely, do not enter.**

We are not responsible for any health problems that may result from weight loss or use of the App. If you engage in any weight loss programme as a result of your use of the App, you do so at your own risk and are voluntarily participating in these activities.

6. WEIGHT LOSS CHALLENGES – RULES OF PARTICIPATION

We publish rules from time to time for participation in a weight loss challenges or use of the App generally (**Rules**). It is a condition of these Terms that fully abide by the terms and spirit of the Rules at all times. These Terms must be read in conjunction with the Rules.

The Rules may cover (without intending to be exhaustive):

- Information on how to enter and win challenges
- Criteria for entering and winning challenges
- Rules and stipulations about verifying your participation in a challenge
- Requirements for valid initial and final weigh-ins
- Examples of what we consider to be unacceptable or unethical behaviour
- Information about how we carry out audits and checks on your participation in challenges
- Other important information and criteria about the challenges

We may vary the Rules from time to time. Such variations will be notified to you through the App and will become binding on you from the date they are effected. You should check the Rules, and these Terms, regularly to ensure that you are familiar with the most up-to-date version.

We reserve the right (but are not required) to remove or disable your access to the App at any time and without notice, and at our sole discretion, if we determine that your use of the App is objectionable or in violation of these Terms or you have disregarded or broken the Rules. We have the right to investigate violations of these Terms and the Rules and any conduct that affects the App, and in response, we may take any action we may deem appropriate.

In the case of any conflict between these Terms and the Rules, these Terms will prevail.

7. WEIGHT LOSS CHALLENGES – REWARDS

If you successfully participate in a challenge, you may receive a financial reward, but this is not guaranteed because the outcome depends on the number of successful participants. This is calculated by us based on the number of participants and the ratio of successful / unsuccessful participants after deduction of our discretionary charges. Our determination of the reward is final.

We make no warranty or representation regarding the level of reward, other than it will be at least the same value or more than the entry fee. We may from time to time indicate the level of possible reward during a challenge. This is indicative only and not binding.

Entitlement to a reward is dependant on our determination of whether or not you have been successful based on the information you supply (and which we verify), and subject to whatever criteria we publish from time to time as part of the Rules. We may require you to upload information to us before, during and or after participation of a challenge to verify whether you have been successful. This information will be collected and used in accordance with our [Privacy Policy](#).

You warrant that such information supplied to us is not fraudulent, false, misleading or otherwise deceptive.

Where we consider that you have not met the challenge criteria set by us, otherwise failed the challenge, broken the Rules or breached these Terms, you will not be entitled to a reward. You will have also forfeited the entry fee. Our decision on this will be final.

8. MEDICAL DISCLAIMER AND RESPONSIBLE WEIGHT LOSS

We do not provide professional medical services or advice. The information we provide you through the App does not contain or constitute medical advice or opinion. No doctor-patient relationship is crated through use of the App. The Company is not a medical professional.

We recommend that you seek medical advice before beginning any weight loss regime. If you are being treated for an illness, taking any prescription medicine, or following any therapeutic diet, you should consult your doctor before using the App.

You warrant and represent that you are not using the App for any medical reason or for the purpose of seeking any medical attention. If any information provided by us is not consistent with information provided by your doctor, you should always follow your doctor's advice. Information provided by us is generic, based on limited data, and not specific to your individual circumstances.

The App is not a weight loss programme or regime, nor a substitute for the same.

8. OUR RIGHTS

All right, title, interest and ownership rights in the App and any copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefor and other intellectual property rights ("**Intellectual Property Rights**"), in or connected with the App and each part thereof (including by way of example only any titles, code, themes, objects, concepts, artworks, animations, sounds, music, audio-visual effects and methods of operation) are owned by, belong to and vest in the Company or its licensors at all times.

Our App is protected by copyright law, international copyright treaties and conventions and other laws. All rights are asserted and reserved.

You may not translate, reverse engineer, modify, adapt, exploit, disassemble, decompile, merge or create derivative based on the App unless expressly permitted by applicable law but if you do, the product and all end results of those acts shall belong to, vest in and be the exclusive property of the Company on creation.

9. LIMITATIONS OF LIABILITY

Your attention is particularly brought to this clause 9.

Nothing in these Terms shall limit any rights you might have as a consumer under applicable law that may not be excluded or limited under English law, nor shall they exclude or limit our liability for death or personal injury resulting from our negligence, our liability for fraud or fraudulent misrepresentation.

The Company hereby disclaims all warranties that can be legally disclaimed, whether express or implied.

Other than as mentioned above, and to the extent permitted by applicable law, our overall liability to you is limited to the sums you spent within the App within the twelve (12) month period prior to the relevant date of alleged liability.

Under no circumstances shall we be liable to you for any loss or damage of an indirect or consequential nature, such as (without limitation) loss of profit, loss of trade, loss of data, loss of contract, loss of reputation etc.

The App, along with any updates, upgrades and any additional content, is provided “as is”. That means we don’t make any promises to you about the App other than that we are entitled to grant the rights and licences hereunder.

We will use reasonable skill and care to provide the App to you, but cannot guarantee there will not be any errors, bugs or interruptions to it, or that the App will not cause any problems with your device.

Please let us know straight away if you discover any problems with the App, so we are aware and can decide whether it is something we need to address in a future release or update (if there is a future release or update). You can contact us to let us know about any problems with the App by emailing us here: support@slim2win.co.uk

10. TERMINATION

We may temporarily discontinue or suspend the App, or part of it, at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

We may end your rights to use the App at any time in the event that you breach these Terms or the Rules. If what you have done can be put right, we may, in our sole discretion, give you a reasonable opportunity to do so. You will not be entitled to a refund of anything you have already paid in such circumstances, and you will forfeit any entitlement to a reward.

We may terminate our agreement with you (in whole or in part) for any reason at our discretion upon reasonable notice to you (for example, without limitation, where we are withdrawing the App, or otherwise consider that it is in our best interests to do so).

11. INDEMNITY

You hereby indemnify, defend and hold harmless the Company and our affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the “**Indemnified Parties**”) from and against any and all any liabilities, claims, loss, damage, injury, costs and expenses (including professional fees) incurred or suffered by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or the Rules or claims arising directly or indirectly from your use or misuse of the App and / or any negligent or improper use of your password and username and / or any use otherwise than in accordance with the terms of these Terms. Such indemnity shall be on a full indemnity basis.

You shall fully cooperate with the Company in the defence of any such claim and the Company reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

12. VARIATION

We may change or update these Terms from time to time, but changes only affect you to the extent they can legally apply. For example, if we release an update with a new set of Terms, and you don't use the update, then the old set of Terms applies, but if you do use the updates then the new Terms will apply. Please check the terms of use contained in the settling tab from time to time in case of updates to the Terms.

13. GENERAL TERMS

ASSIGNMENT We may transfer or assign our rights and obligations under these Terms to another organisation. We will let you know if that happens and we will ensure that your rights under these Terms are unaffected. You may not transfer your rights or obligations under these Terms unless we expressly agree to the transfer in writing.

ENTIRE AGREEMENT These Terms contain the whole agreement between you and us. You warrant and confirm that you have not entered into these Terms upon the basis of any representations that are not expressly incorporated into these Terms.

NOTICES Any notice due or required to be served under these Terms shall be served on us using our registered address as set out above or on you using whatever contact details you provide. Notices may be served by us by electronic means or by recorded delivery. Notices may only be served by you on us by recorded delivery.

SEVERANCE If any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or if indications of this are received by either of us from any relevant competent authority, the Company shall be entitled to amend that provision in such reasonable manner as achieves the intention of the parties without such illegality; or at our discretion, that provision may be severed from the Terms, and in either event, the remaining provisions of the Terms shall remain in full force and effect.

THIRD PARTIES Nothing contained within this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.

GOVERNING LAW This agreement, and the Terms that form part of it, shall be construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

14. CONTACT US

If you have any queries or concerns regarding these terms of use, please contact us using the details below:

Email Address: Support@slim2win.co.uk

We will endeavour to respond within 3 working days.