

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THIS PLATFORM

What's in these terms?

This acceptable use policy sets out the content standards that apply when you upload content (including information) to our platforms, make contact with other users on our platforms, link to our platforms, or interact with our platforms in any other way,

Click on the links below to go straight to more information on each area:

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1. Who we are and how to contact us.

We are ICAS World. We are made up of the following companies all of which are registered in England:

- (i) ICAS International Holdings Limited - [Company Number 03245537]
- (ii) ICAS World Ltd - [Company Number 13065199]
- (iii) ICAS World UK Ltd - [Company Number 13474737]
- (iv) ICAS Digital Health Limited - [Company Number 12838038]
- (v) Hello Tomo Limited - [Company Number 13545177]

All of our above companies have their registered office at 85 Gresham Street, London, England, EC2V 7NQ.

To contact us, please use the details that can be found at www.icasworld.com under the heading "Contact Us".

2. By using our platforms, you accept these terms.

By using our platforms, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our platforms.

We recommend that you print a copy of these terms for future reference.

3. There are other terms that may apply to you.

Our Platform Terms and Conditions also apply to your use of our platforms.

4. We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use our platforms, please check these terms to ensure you understand the terms that apply at that time.

5. Prohibited uses.

You may not use our platforms:

In any way that breaches any applicable local, national or international law or regulation.

In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.

For the purpose of harming or attempting to harm minors in any way.

To bully, insult, intimidate or humiliate any person.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#)

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

To upload terrorist content.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our platforms in contravention of the provisions of our [Platform Terms and Conditions](#).

Not to access without authority, interfere with, damage or disrupt:

- any part of our platforms;
- any equipment or network on which our platforms is stored;
- any software used in the provision of our platforms; or
- any equipment or network or software owned or used by any third party.

6. Interactive services.

We may from time to time provide interactive services on our platforms, including, without limitation:

- Booking and Scheduling features;
- Questionnaires, Forms and Surveys;
- Mood Tracker;
- Video calling functionality; and,
- Photo upload functionality

(Together we refer to these as “**interactive digital services**”.)

Where we do provide any interactive digital services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We do not permit the use of any of our interactive digital services or platforms by children/minors. Parents are also not authorised to permit their children to use our interactive digital services or platforms.

We will do our best to assess any possible risks for permitted users from third parties when they use any interactive digital services, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive digital services, and we expressly exclude our liability for any loss or damage arising from the use of any interactive digital service by a user in contravention of our [content standards](#), whether the service is moderated or not.

Where we moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We do not store terrorist content.

7. Content standards.

These Content Standards apply to any and all material which you contribute to any of our interactive platforms (**Contribution**), and to any interactive services associated with them.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We, ICAS World, will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.
- Comply with any additional content guidance or restrictions set out on the specific platform to which you are making a Contribution.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from ICAS World if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites or platforms.

For the avoidance of doubt, our platforms do not support users uploading any video content.

8. Breach of this policy.

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the [Platform Terms and Conditions](#) upon which you are permitted to use our platforms, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our platforms.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our platforms.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Further legal action against you.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

9. How this contract can be transferred.

We can transfer our rights and obligations under these terms to another organisation. We will ensure any such transfer complies with the contracts between us and corporate entities under which we provide employee wellbeing services.

10. Which country's laws apply to any disputes?

For consumers/private individuals

If you are a consumer residing in the United Kingdom, please note that the terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a consumer/private individual residing outside of the United Kingdom, you and we both agree that the terms of this policy, its subject matter and its formation, are governed by English law, to the fullest extent lawfully permissible by the laws of your resident jurisdiction. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to the fullest extent lawfully permissible by the laws of your resident jurisdiction.

For Businesses

If you are a business, receiving our platform(s) as part of a corporate contract between us, then the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) will be governed by the choice of law and jurisdiction provisions contained in that corporate contract. Where there are no such effective choice of law and jurisdiction provisions then the following paragraph shall apply.

If you are a business that has not entered into pre-existing choice of law and jurisdiction provisions with us, of the type set out in the preceding paragraph the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.