



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PLATFORM

What's in these terms?

These terms tell you the rules for using any website or app provided by ICAS World (**our platforms**).

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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 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 these terms of use 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.

These terms of use refer to the following additional terms, which also apply to your use of our platforms:

[Our Privacy Policy](#)

[Our Acceptable Use Policy](#) which sets out the permitted uses and prohibited uses of our platforms. When using our platforms, you must comply with this Acceptable Use Policy.

[Our Cookie Policy](#), which sets out information about the cookies on our platforms.

If a particular ICAS World platform contains its own bespoke terms, then those terms will apply to your use of that platform.

4. We may make changes to these terms.

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. We may make changes to our platforms.

We may update and change our platforms from time to time to reflect changes to our services, our users' needs and our business priorities or where required to by applicable regulatory guidance, including clinical regulatory guidance. We will try to give you reasonable notice of any major changes.

6. We may suspend or withdraw our platforms.

Except for our general corporate website, located at www.icasworld.com, our platforms are made available to you as part of employee wellbeing services that we are contracted to provide to a corporate entity or corporate group with which you or a family member has an employment, worker or contractor relationship.

We do not guarantee that our platforms, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our platforms for business and operational reasons, including where we are no longer contracted to provide the employee wellbeing services referred to in the previous paragraph.

You are also responsible for ensuring that all persons who access our platforms through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

7. We may transfer this agreement to someone else.

We may 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 (including this platforms).

8. Our platforms and authorised users.

Except for our general corporate website, located at www.icasworld.com, our platforms are only available as part of the employee wellbeing services that we are contracted to provide to certain corporate entities. You may only use the platforms if you, or a family member, works for one of those corporate entities. You should also ensure the corporate entity has clarified that you have the right to access the portal; for example, they may have stated this on their intranet or provided you or your family member with promotional material describing the platforms, or ICAS World's wider services.

We do not provide our employee wellbeing platforms for the use of the general public. If you do not fall within the eligibility criteria explained above, then you must not use those platforms and should only access our general corporate website, located at www.icasworld.com.

9. Keeping your account details safe.

For some of our platforms, you will be provided with generic 'log in' details to ensure that you can access the platforms anonymously.

If you have been provided with such generic 'log in' details by ICAS World or your employer, we encourage you to share those details with members of your immediate household, as they will also be eligible to access the platforms.

If our platforms give you the option of registering your own personal account, it is up to you whether you choose to do so.

If you do choose to register a personal account, then we will provide you with a user identification code, password or other similar pieces of information as part of our security procedures. You must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you choose to register a personal account, and you know or suspect that anyone other than you know your personal user identification code or password, you must promptly notify us using the following email address: ldh@icasworld.com

10. How you may use material on our platforms.

We are the owner or the licensee of all intellectual property rights in our platforms, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our platforms for your personal use and you may draw the attention of others within your organisation to content posted on our platforms.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our platforms must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our platforms for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our platforms in breach of these terms of use, your right to use our platforms will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our platforms or any services provided via, or in relation to, our platforms. This includes using (or permitting, authorising or attempting the use of):

Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the platforms or any data, content, information or services accessed via the same.

Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

11. Do not rely on information on the platforms.

The content on our platforms is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our platforms.

Although we make reasonable efforts to update the information on our platforms, we make no representations, warranties or guarantees, whether express or implied, that the content on our platforms is accurate, complete or up to date.

12. We are not responsible for websites we link to.

Where our platforms contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

13. User-generated content is not approved by us.

Some of our platforms may include information and materials uploaded by other users of the platform, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our platforms do not represent our views or values.

14. How to complain about content uploaded by other users.

If you wish to complain about content uploaded by other users, please contact us using the following email address: ldh@icasworld.com

15. Our responsibility for loss or damage suffered by you.

(i) Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in the terms and conditions that form part of any supply contract we have with you.

(ii) If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to our platforms or any content on them.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our platforms; or
- use of or reliance on any content displayed on our platforms.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

(iii) [If you are a consumer user:](#)

Please note that we only provide our platforms to you for your domestic and private use. You agree not to use our platforms for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16. Exclusion of liability for digital content.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

17. How we may use your personal information.

We will only use your personal information as set out in our [Global Privacy Policy](#).

18. Uploading content to our platforms.

Whenever you make use of a feature that allows you to upload content to our platforms, or to make contact with other users of our platforms, you must comply with the content standards set out in our [Acceptable Use Policy](#)

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our platforms will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our platforms a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in [Rights you are giving us to use material you upload](#).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our platforms constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our platforms if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#)

You are solely responsible for securing and backing up your content.

We do not store terrorist content.

19. Rights you are giving us to use material you upload.

When you upload or post content to our platforms, you grant us the following rights to use that content:

a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with our employee wellbeing services, including the platforms; to expire when the user deletes the content from the site;

a worldwide, non-exclusive, royalty-free, transferable licence to use the content in accordance with the functionality of the platforms and for the proper performance of activities enabling, or reasonably related to, the employee wellbeing service provided by us, to expire when the user deletes the content from the platforms.

20. We are not responsible for viruses and you must not introduce them.

We do not guarantee that our platforms will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platforms to access our platforms. You should use your own virus protection software.

You must not misuse our platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our platforms, the server on which our platforms is stored or any server, computer or database connected to our platforms. You must not attack our platforms via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our platforms will cease immediately.

21. Rules about linking to our platforms.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish such a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish such a link in any website that is not owned by you.

Our platforms must not be framed on any other platforms, nor may you create a link to any part of our platforms other than the home page of our general corporate website, located at www.icasworld.com.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#)

22. 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 these terms of use, their subject matter and their 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 these terms of use, their subject matter and their 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 these platforms as part of a corporate contract between us, then these terms of use, their subject matter and their 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, these terms of use, their subject matter and their 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.

23. Our trademarks are registered.

The ICAS name and mark, ICAS World name and mark, together with all other related platforms, website, product and service names forming part of the platforms or the ICAS World employee wellbeing service are our trademarks, with many being registered in multiple jurisdictions worldwide. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under [How you may use material on our platforms.](#)