Terms and Conditions
Introduction

Welcome to SWORD Health! We offer wellness and physical therapy by virtually connecting our users to doctors of physical therapy, physical therapists, physiotherapists, or other professionals. We do this through our websites, including, but not limited to, www.swordhealth.com, the related sites, the SWORD mobile application, (the “Sites”), the SWORD Health Digital Therapist®, SWORD motion sensors, biofeedback technology and exercise monitoring equipment, and other electronic means such as video conferencing, chat, phone, and online events (together, the “Services”). The SWORD Health Digital Therapist® is classified as a medical device under UK laws.

SWORD Health UK, Ltd. is a company registered in England and Wales under company number 14035279, with its registered office at 6th Floor One London Wall, London, United Kingdom, EC2Y 5EB (“SWORD”). For UK users of SWORD, the contracting entity is SWORD Health UK, Ltd. The Services are owned by SWORD Health Technologies, Inc, and its affiliates, including, but not limited to SWORD Health UK, Ltd., SWORD Health, S.A., and SWORD Health, Inc.

By accessing or using the Services, you agree to be bound by these Terms and Conditions (the “Terms”). For information on how SWORD processes your personal data, please see our Privacy Statement.

If you are accessing the Services from the United States click here (as these Terms do not apply to you).

To help you read these Terms, we have organized them into the following sections:

- **Our services**
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  - Who Can Use the Services
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Our services

Who Provides the Services

SWORD provides the Services, if you are a UK user, through which you can access telehealth, musculoskeletal care, and other wellness services provided by a professional ("Clinical Services"). SWORD may employ and/or contract independent doctors of physical therapy and other professionals (each a “Professional” or together, the “Professionals”) to provide Clinical Services to you.

All Professionals performing Clinical Services through the Services hold any required professional licenses issued by the professional licensing boards or agencies in the locality where they practice. SWORD is not responsible for a Professional's acts, omissions, or for the content of any communications made by a Professional through the Services, including any medical advice, course of treatment, or diagnosis. You can report a complaint relating to the care provided by a Professional by contacting the relevant authority or professional licensing board in the country where you primarily receive care. In a professional relationship, sexual intimacy is never appropriate and should be reported to the licensing board. Using the Services, including providing a personal medical history, does not create a physician-patient or physical therapist-patient relationship between you and SWORD.

Who Can Use the Services

To use the Services, you must (1) register for an account, (2) be at least 18 years of age and be of legal age in your jurisdiction to form a binding contract or, if you are between the ages of 13 and 18, have your parent or legal guardian create an account on your behalf, (3) accept these Terms, and (4) meet certain physical and medical criteria. You may not create multiple accounts. By seeking care from Professionals through the Services, you give permission to the Professionals to provide Clinical Services to you. You may withdraw this consent at any time by no longer using the Services. SWORD and the Professionals each have the right to accept or reject any applicant for the Services, each in its sole and complete discretion.

You acknowledge that as part of your treatment you will engage in physical exercises and use exercise equipment and, as with all such physical activity, there is an inherent
risk of injury or complication to any existing conditions. By using the Services, you are voluntarily participating in these physical activities and knowingly and are freely assuming all risks of injury, loss, or damage on account of these activities. While the Services are developed in accordance with accepted medical standards and clinical practice guidelines, results are not guaranteed. You may discuss the purposes and risks associated with all recommended treatment procedures and activities with the Professionals.

You may not be eligible to receive the Services in the following situations: (a) if you suffer from a health condition (including, but not limited to cardiac, respiratory, neurological, or autoimmune) that is incompatible with at least twenty minutes of moderate exercise; (b) if you are experiencing progressive loss of strength or sensation in your arms or legs that is new in onset or sudden or an unexpected change in urinary or bowel function; (c) if you had a recent fracture; d) if you recently (in the last four weeks) suffered a significant trauma in the area where you feel pain and cannot move the affected body area; (d) if you had musculoskeletal surgery recently (ie, less than 3 months prior to enrollment); (e) if you have signs of infection in the area of pain, for example if the area is red and swollen or you are experiencing fever or chills; and (f) if you have an active cancer or are undergoing treatment for cancer. In these cases, we advise you to seek clearance from a physician to engage in at least twenty minutes of unsupervised light to moderate exercise before applying to enroll in SWORD.

In certain circumstances, in order to receive the Services, a physician, surgeon or other authorized clinician may need to examine you and approve your use of the Services. Depending on your circumstances, this approval may need to happen before, or at a specific point during, your use of the Services.

Subject to these Terms, SWORD grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Services for your own personal use only and not for any business purpose or commercial activity.

Your Privacy When Using the Services

SWORD will only use your information as described in our Privacy Statement and applicable law. If you have any questions regarding privacy and security, please read our Privacy Statement in addition to these Terms.

If you use SWORD's mobile services to enter and maintain your Personal Data, you understand that you are responsible for safeguarding and securing your mobile device and the associated credentials (such as user identifiers and passwords). If you leave your mobile device unattended, or if it is lost or stolen, your Personal Data may be accessible to others.
Site Content is Not Medical Advice

Content provided as part of the Services is not medical advice, physical therapy, clinical advice, or an endorsement that a medication or treatment is safe, appropriate, or effective for you. You should consult a physician licensed in your geography in all matters relating to your health. Any content accessed through the Services, including content provided through third party sites, is for informational purposes only, and is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. Do not ignore or delay obtaining professional medical advice because of information accessed through the Services. You agree that you will not make any health or medical related decision based in whole or in part on anything contained in the Services. Call your local emergency services or your healthcare provider for all medical emergencies.

Promises You Make to SWORD While Using the Services

When you register and use the Services, you agree to:

- provide accurate and complete information that you own or have the right to use;
- use the Services only for your own personal use;
- seek medical advice from a qualified professional before using the Services if you have a pre-existing medical condition that may impact your ability to use the Services;
- comply with all applicable laws, regulations, and ordinances;
- maintain the confidentiality and security of your username and password and immediately notify SWORD of any unauthorized use of your password or account;
- be fully responsible for all activities that occur on your account;
- safeguard and maintain the security of any physical hardware (such as the tablet and sensors) provided to you;
- not seek treatment from SWORD for an injury for which benefits can be recovered under any workers’ compensation, employer’s liability, or occupational disease law;
- not export or re-export anything from the Services, except in compliance with applicable laws and regulations;
- not copy, distribute, or share any aspect of the Services with a third party, except your healthcare provider(s), for any purpose;
- not resell the Services or prepare derivative works from the Services, whether by manual or automated methods;
- not circumvent, disable, breach, or otherwise interfere with security-related features of the Services, including by using bots, crawlers, spiders, data miners, scraping, or other tools;
- not interfere with, disrupt, damage, or compromise the Services, Sites or the systems used to provide the Services, including by using viruses, denial-of-service attacks, packet injection, or by imposing an unreasonable load on the Services;
- not attempt to decipher, decompile, disassemble, or reverse engineer any of the code or software used to provide the Services; and
• not assist or permit any third party to do anything prohibited by these Terms.

You or SWORD can Suspend or Terminate Your Use of the Services

You or SWORD can terminate your account. SWORD can also suspend or terminate your access to the Services. To terminate your account, contact SWORD at help@swordhealth.com and a team member will verify your identity and complete your request. SWORD may suspend or terminate your use of the Services for any reason at any time including, but not limited to, a belief that your conduct or use of the Services: (1) fails to comply with these Terms; (2) breaches applicable laws; (3) is harmful to SWORD, the Professionals, or our clients or other users; or (4) is abusive, harassing, threatening, or otherwise inappropriate or illegal conduct. SWORD may limit, modify, suspend, or terminate the Services, as it deems appropriate or in response to a legal or regulatory change. If your use of the Services is terminated, SWORD will have no further obligation to provide you with access to the Services, except to the extent that SWORD must provide you access to your health records or the Professionals are required to provide you with continuing care under their professional obligations to you or otherwise required by law.

Intellectual property

The Services and their contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by SWORD, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other laws.

Except as expressly set forth in these Terms, (1) no licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by SWORD or its licensors and (2) you may not use or license the copyrights, trademarks, or patents without the express written permission of SWORD, or the intellectual property owner, as applicable. All rights not expressly granted to you by these Terms are hereby reserved.

To the extent that you are able to post content through our Services, such as through a message board ("User Generated Content"), this paragraph applies to you. Applicable law provides recourse for copyright and other intellectual property owners who believe that material appearing on the Internet infringes their rights. If you believe in good faith that materials appearing on the Sites infringe your copyright (or other rights), you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.
We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes these Terms or otherwise infringes the rights or privacy of anyone else.

Physical Hardware

You agree that any physical devices or sensors provided to you as part of the Services, such as a tablet or motion sensors, are, and will remain, the property of SWORD. If you cease receiving Services, or upon our request, you are responsible for returning all physical equipment provided by us to us as detailed in the Instruction for Use which accompany each kit. You are responsible for maintaining the security of any devices. If you lose any hardware we provided to you, you are fully responsible for any such lost device, including loss, breach, or misuse of any data contained on or within the hardware.

Feedback

We welcome and encourage feedback from our users. You agree that all comments, suggestions, ideas, or feedback you provide us about the Services ("Feedback") will be the sole and exclusive property of SWORD, and without limiting the foregoing, SWORD may freely use, copy, make, sell, reproduce, or modify Feedback in any manner without consent, obligation, or compensation to you.

Third Party Sources

SWORD does not recommend or endorse any websites, tests, physicians, or other health care providers, products, or procedures that may be referenced or discussed as part of the Services. The Services may include links to third party websites or resources ("Third Party Sources"). In providing such links, SWORD does not confirm, and is not responsible for, (1) the availability, terms, or privacy policies of such Third Party Sources, or (2) the content, products, or services available on or through such Third Party Sources. We do not endorse, credential, or accredit any opinions, recommendations, or information included on Third Party Sources. Your use of such Third Party Sources is at your own risk. We do not accept and expressly disclaim any liability arising out of any material contained on Third Party Sources.
Limitation of liability, your indemnity, and governing law

Limitation of Liability

- Nothing in these Terms excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you agreed to these Terms. You agree we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- Notwithstanding (b), and save as set out in clause (a), our maximum liability to you for any loss or damage arising out of or in connection with these Terms, whether in contract (including under any indemnity), tort (including negligence), or otherwise shall be limited to £100.

Your Indemnity

You agree that you are liable to SWORD, the Professionals, our shareholders, affiliates, officers, directors, managers, employees, or customers for any claims, actions, demands, liabilities, and settlements including, without limitation, reasonable legal and accounting fees and other expenses, that arise directly or indirectly out of or from (1) your breach of these Terms, (2) your activities in connection with use of the Services, and (3) your receipt of Clinical Services from a Professional through the Services. You agree to cooperate as reasonably required in the defense of any such claim. SWORD reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification under this section and, in any event, you agree not to settle any such matter without the prior written consent of SWORD.

Governing Law and Jurisdiction

- These Terms are governed by English law. This means that your use of the Services, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims) will be governed by English law.
- You may bring any dispute which may arise under these Terms to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are (with the exclusion of any
other court) competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is within the UK or is an EU Member State or otherwise the competent court of England.

- If you are resident in the UK or the European Union and we direct the Services to (and/or pursue our commercial or professional activities in relation to the Services in) the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms including (a) of this Section affects your rights as a consumer to rely on such mandatory provisions of local law.

**Dispute resolution**

We work hard to keep our customers satisfied. If a dispute arises between you and SWORD, our goal is to resolve the dispute. If you have any concern or dispute about the Services, you agree to first try to resolve the dispute informally by contacting us by the methods listed in the Contact Information section at the end of these Terms.

**Miscellaneous**

**Changes to the Terms or Services**

SWORD may notify you within the Services, via SMS or text messages, email, or physical mail to inform you of changes to the Services or these Terms. Such notice will be provided thirty (30) days prior to the changes becoming effective. You further agree that continued use of the Services constitutes your agreement to the modified Terms. Features and specifications of products or services described or depicted as part of the Services are subject to change at any time without prior notice.

**Use of Your Device and the Internet to Access the Services**

With the exception of physical hardware provided to you by SWORD, you are responsible for the software, hardware, or other equipment necessary to access the Services (the “Network”), including but not limited to obtaining internet services through a provider of your choice at your own expense, installing and maintaining security software, and utilizing updated web browsers. You have made your own decision to use the Services and, in doing so, you acknowledge that the security, availability, and other risks inherent in using the internet and the Network to access the Services are acceptable to you. SWORD is not responsible for the security or availability of the Network or the internet or any problems you may have relating to the delay, failure, interruption, or corruption of any data or information transmitted in connection with your use of the Services.
Severability, No Waiver, and Course of Conduct

Except as explicitly provided herein, the unenforceability of any clause in these Terms will not affect the enforceability of the remaining Terms. We may replace any unenforceable clause with one that is enforceable. Our failure to enforce any provision does not constitute a waiver. Neither the course of conduct between the parties nor trade practice will modify any provision of these Terms.

Force Majeure

SWORD will not be deemed to be in breach or liable for any breach of these Terms due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, an epidemic or pandemic, terrorism, war, invasion, failure of public networks, natural disaster, civil disorder, strikes, embargoes, or other disaster.

Third Party Rights, Assignment, Acquisition, and Relationship

The legal provisions in these Terms are for the benefit of SWORD and third party providers of data, software, and content. Each of these individuals or entities has the right to assert and enforce these provisions directly against you on its own behalf. SWORD may assign our rights and duties under these Terms to any party at any time without notice to you or your approval. Nothing in these Terms creates an agency, partnership, or joint venture.

Export Compliance

You confirm that you are not: (a) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals List. The Services may not be downloaded or otherwise exported or re-exported: (1) into (or to a national or resident of) any country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a “terrorist supporting” country; or (2) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By downloading or using the Services, you agree to the foregoing and confirm that you: (a) are not located in, under the control of, or a national or resident of any such country or on any such list; (b) are not listed on any U.S. Government list of prohibited or restricted parties; and (c) agree to comply with all export laws and other applicable laws.
Entire Agreement

Insofar as permitted by law, and if you have not signed a separate agreement with SWORD, these Terms, including all documents incorporated herein by reference, state the entire agreement between you and SWORD and between you and the Professionals.

Contact information

Please send any questions or report any violations of these Terms to: help@swordhealth.com.

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