



## DigitalMSK Terms and Conditions (Ts&Cs)

**Effective Date:** 5 July 2025

Please read these Terms and Conditions ("Terms," "Terms and Conditions") carefully before using the DigitalMSK mobile application and/or web-based platform (the "Software"). This Software is owned and operated by Wibbi ("Licensor", "Wibbi", "us," "we," or "our"), and licensed to the person, business or organisation which has been licensed to use the Software and to provide access to the Software to its authorised users under such licensee's subscription to the Software.

Your ("User", "you", "your") access to and use of the Software is conditioned on and subject to your acceptance of and compliance with these Terms. These Terms apply to all Users who access or use the Software. By accessing or using the Software, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not access the Software.

These Terms and Conditions apply to and govern your use of the Software. They apply as between:

- **'Wibbi'**: Refers to 9082-5902 QUÉBEC INC., trading as Wibbi, a legal person governed by the Business Corporations Act (Quebec), having its head office at 110 boulevard Springer, Chapais, Qc G0W 1H0, Canada owner of DigitalMSK platform.
- **'beelineMSK@'**: Refers to Digitech Innovation Limited trading as beelineMSK@, owner of DigitalMSK content, a company incorporated in Scotland (Company number SC773083) and having its Registered Office at 2f2, 1 Eyre Place Edinburgh EH3 5ES.
- **'Licensee'**: Refers to the person, organisation, or business which has purchased a licence from Wibbi to make the Software available to authorised users and on whose subscription you are accessing the Software.

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### 1. Definitions and Interpretation

In these Terms the following terms shall have the following meanings:

- **Intellectual Property** means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, GUIs, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing.
- **'Software'**: Refers to the DigitalMSK software platform (whether accessed by mobile application or web-based platform or as a standalone software application).

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### 2. DigitalMSK Self-assessment/Triage Software

The Software collates relevant information about pain or symptoms the Users input, then provides general information that may be helpful to individuals with similar symptoms. Your report, generated by the Software, is for information purposes only and is **NEVER a substitute for professional medical advice, diagnosis, or treatment**. This self-assessment tool is **not a diagnostic tool and is inappropriate for managing medical emergencies or urgent medical conditions**.

If a User has any concerns regarding their health, they must seek medical attention from an appropriately experienced and qualified medical professional.



If any symptoms get rapidly worse or a User experiences a potential medical emergency, go immediately to A&E or call Emergency Services. The Licensor shall not be liable to the Licensee, a User or any third party for reliance on the terms of a report generated by the Software or any act or omission taken in reliance on such report.

We continually improve the Software and strive to facilitate accessibility for Users with disabilities, in line with relevant guidelines.

The advice in a User's report relies on accurate and truthful input of information and answers provided by you. If a User inputs false, misleading, inaccurate or incomplete information, this will result in inaccurate advice and guidance. Please be thorough and provide all relevant information such as current or previous medical conditions.

Whilst every effort is made to ensure that information and recommendations provided by the Software are accurate and up to date, Wibbi, beelineMSK® and the Licensee make no warranties or guarantees of any kind, express or implied, including but not limited to warranties of accuracy, fitness for purpose, non-infringement, specific results, that the Software will be compatible with all systems, or that its content is perpetually up to date with the absolute latest medical thinking or entirely free from security vulnerabilities. The Software is provided on a purely "as is" basis.

Wibbi and beelineMSK® owns the non-personal data, including information about pain or symptoms that users input, including formatted information and free-text content. By accessing or using the Software, the User consents to the Licensor anonymising any and all personal data input into the Software by the User and indefinitely retaining such anonymised personal data. The User acknowledges and agrees that such anonymised User data will be owned exclusively by the Licensor and beelineMSK® and that the User shall not have any rights in respect of such anonymised User data unless otherwise agreed to by the Licensor. We reserve the right to indefinitely retain, use and share such anonymised or aggregated data for such purposes as we see fit,. We own all intellectual property rights in all analyses, reports, data and other content generated as a result of such use of anonymised personal data ("**Output**").

Users may be sent a link to the assessment or create their account through self-registration using an email, password and phone number to access the assessment. Users are responsible for maintaining the security of their own account and are advised to use personal email addresses which are inaccessible to others. All Users must keep account passwords and login credentials private and never share these or allow access by any unauthorised third parties. We will not accept responsibility for the consequences of unauthorised access due to lack of User security e.g. as a result of your email address details being shared by you. If you suspect any unauthorised access to your account, you must notify us immediately. We reserve the right to suspend any User's account and/or access to the Software where we consider in our discretion that there has been a breach of these Terms.

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### **3. Intellectual Property**

All intellectual property rights in the Software remains with Wibbi and its third party licensors (where applicable), except for the personal data and content input by Users into the Software, which belong to the User or Licensee (other than Output generated by the use of anonymised personal data). All content is protected by international copyright laws and must not be used or reproduced to create or compile any form of comprehensive collection, compilation, directory or database unless given our express written permission to do so.

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damage arising out of the use of them. Our inclusion of links to third parties (e.g., analytics, hosting, communication tools) doesn't imply any endorsement of these sites, their content or of those in control of them. The use of personal data by such third parties will be subject to the relevant third party's own privacy policy and Users are advised to review such privacy policies. We do not control, and shall have no liability to the Licensee or any User in respect of any third party's collection, storage or use of User personal data gathered through third party websites and/or software.

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#### **4. User Conduct and Acceptable Use**

At no time shall the User:

- submit or make available through the Software any user content that is unlawful or otherwise objectionable, such as content that is obscene, abusive, threatening, harassing, defamatory, ageist, sexist or racist or incites violence.
- attempt to interfere with the Software's operation, including by attempting to bypass any security feature of the Software, or deliberately introduce or distribute through the Software any viruses or other malicious code.
- use the software for any illegal or unauthorised purpose.
- access the Software using any other User's account details or login credentials.
- attempt to access data that is not your own.
- reverse engineer, decompile, or modify the Software.
- impersonate other people, particularly employees and representatives of the Licensor.

The User agrees that it will be legally liable to the Licensor for any losses incurred by the Licensor due to the User's breach of these Terms and agrees to indemnify the Licensor for any such losses.

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#### **5. Eligibility Criteria**

This assessment feature made available as part of the Software is unsuitable for:

- Any person under 18 years as triage for people under 18 may result in different outcomes and the software is clinically tested for those over 18 years of age.
  - People whose command of English is insufficient to clearly understand and therefore respond accurately to the questions asked.
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#### **6. Account Suspension and Termination**

The Licensor retains the right at its discretion to alter, suspend or terminate a User's account for any suspected or actual breach these Terms or for other reasons (e.g., inactivity). Any User whose access is suspended or terminated in this way must not attempt to use the Software or any services provided through



the Software under any other name, or by using the access credentials of another user. Please see our Privacy Policy if you request data deletion or account termination.

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## 7. Disclaimers and Limitation of Liability

To the fullest extent permitted by law, neither the Licensor nor beelineMSK® shall be liable for any indirect or consequential losses—such as loss of income, profits, business, anticipated savings, or goodwill of the User or the Licensee—arising out of or in connection with a User's use of the Software. Nor shall the Licensor or beelineMSK® be liable (under contract, tort, statutory duty, or any other legal theory) for any loss or damage—whether foreseeable or not—arising from using or being unable to use the Services or relying on any content, advice or analyses made available to a User through its use of the Software.

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The total liability of the Licensor or beelineMSK® to a User shall in no circumstances exceed at **£1,000 GBP (British Pounds Sterling)** in aggregate across any series of related events, including breach of Privacy Legislation (e.g., UK GDPR, DPA 2018) unless there is an exception for any liabilities that are legally required to remain uncapped. This limitation applies to direct, indirect, incidental, consequential, special, or punitive damages arising out of or in any way connected with the use of the Software. Nothing in this Agreement shall exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.

The User agrees to indemnify and hold harmless the Licensor and beelineMSK®(and their affiliates, officers, partners, directors, employees, licensors and agents) from any claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of their use of the Software or breach of these Terms.

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## 8. Governing Law and No Waiver



These Terms and any disputes arising out of or in connection with these Terms or the Software shall be governed by and construed in accordance with the laws of **England** and any such claim shall be subject to the exclusive jurisdiction of the courts of England. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights nor shall any delay in enforcing any right or remedy available to us under these Terms.

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## 9. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any updated Terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Software after those revisions become effective, the User agrees to be bound by the revised Terms. If the User does not agree to the new Terms, the User must immediately stop using the Software.

The User shall not be entitled to assign ownership of its Account or any of its rights or obligations under these Terms to any third party without the Licensor's prior written consent.

The Licensor may at any time and without notice assign or transfer any right or obligation it has under these Terms to any third party at its discretion.

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## 10. Severability and Entire Agreement

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between the Licensor and the User regarding the Software, and supersede and replace any prior agreements we might have between us regarding the Software.

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## 11. Privacy Policy

By using the Software or inputting any personal data into the Software (whether relating to the User or relating to a third party and input into the software by a User on such third party's behalf), the User acknowledges and agrees that: (i) it has informed the relevant data subject to which such data relates that such data will be processed using the Software and has obtained its consent to input such data into the Software; (ii) Wibbi and/or beelineMSK® may anonymise such data so it no longer identifies the data subject to which it relates and may indefinitely retain, use and share such anonymised data as they see fit; and (iii) where, following the use of the self-assessment made available via the Software, the data subject to which the assessment relates chooses to book a virtual physiotherapy session with a third party service provider through Wibbi's online booking portal, the data subject has given their consent for the results of such self-assessment to be shared with the relevant third party service provider.

Please refer to our separate Privacy Policy for information regarding how we collect, use, store, share, and protect your personal data - this forms an integral part of your agreement to use DigitalMSK.

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## 12. Contact Us

If you have any questions about these Terms, please contact us:

**By post:** Wibbi, 110 boulevard Springer Chapais, Quebec G0W 1H0, Canada

**By email:** [support@wibbi.com](mailto:support@wibbi.com)