

The BuddyUp App Terms of Use for Callers

Thank you for using the BuddyUp App.

BACKGROUND

- (A) The BuddyUp App (the **App**) is intended to support the prevention of fatal drug overdoses, allowing someone using drugs (a **Caller**) to connect with an individual trained in responding to overdoses who will be able to send emergency support should the person become unresponsive (**Supporter**).
- (B) The BuddyUp App is provided by Brave Technology Coop, and delivered by Cranstoun (of charity no. 1061582 and company no. 3306337). The App includes direct communications between you and Supporters. It may also include direct communications between you and Brave, Cranstoun, its employees, directors, officers, members, affiliates and agents.

PARTIES

This agreement is made between:

- (1) Users of the App (**you / a Caller**);
- (2) Brave Technology Coop, a co-operative incorporated in British Columbia, Canada and registered under business number 749379715, operating at Suite 308, 877 East Hastings Street, Vancouver, BC, Canada V6A 3Y1 (**Brave**); and
- (3) Cranstoun, a charitable company limited by guarantee of charity no. 1061582 and company no. 3306337 with registered office at Thames Mews, Portsmouth Road, Esher, Surrey, United Kingdom KT10 9AD (**we / Cranstoun**).

TERMS OF USE

1. Acceptance of these Terms

- 1.1. Please carefully read the Terms of Use in this Agreement (the **Terms**). Continued use of the App constitutes an acknowledgement that you have read and accepted these Terms of Use. If you do not agree to these Terms, you are not permitted to use the App.
- 1.2. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

2. Updates to these Terms

- 2.1. We may amend these terms from time to time. Please check these Terms from time to time to ensure you understand the terms that apply when using the App. These terms were most recently updated on [23 May 2023].
- 2.2. Modifications to these Terms that are editorial in nature or reflect changes in the services we offer will not require new consent.

2.3. From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

2.4. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

3. **Effective Date**

3.1. These Terms come into effect from the date on which you sign up to use the App.

4. **No Guarantee of Effective Support**

4.1. We cannot guarantee that in all cases Supporters will be able to provide the support requested or required by Callers. Neither we nor Supporters are liable for dropped calls that may occur while using the App or incorrect location information shared by the App or the consequences that may result from either. We cannot guarantee that a Caller will receive adequate or successful assistance from a Supporter.

4.2. We cannot and do not guarantee that the App will be available in all languages, nor do we guarantee that a Supporter will speak or understand the same language as the Caller.

4.3. While we cannot guarantee support in all cases due to availability, please know that we are committed to the community we are building. We are working hard to provide Callers the support they need and encourage and welcome all Callers feedback and suggestions. We will build better services together, so let us know what's working well and what can be improved.

4.4. Please note that we will call emergency services support if we recognise signs of an overdose in a Caller, so if you do not wish your location to be shared with emergency services then we may not be able to help you.

5. **No Practice of Medicine**

5.1. By using the App, you understand and agree that neither we nor Supporters are trained medical professionals or hold out as engaged in the practice of medicine, either through the App or any associated communications or services, and that the App is not a substitute for professional medical advice, diagnosis, or treatment. Neither we nor Supporters in any way guarantee or warrant that your use of the App will prevent death or injury as a result of your drug use. You are encouraged to seek professional support for drug use, drug overdose, or any other medical conditions arising from drug use.

5.2. You agree that neither we nor Supporters have any responsibility to provide medical assistance in the event of a drug overdose or an injury or illnesses related to drug use. You further agree that neither we nor Supporters have any responsibility to provide medical advice, or take any medically related action in response to any information you provide on the app.

6. **Use of the App**

6.1. Use of the App requires Callers to enable location services and notifications. Use of the App is anonymous, and at no time will you be required to submit your name, although you may elect

to share such information at your sole discretion. The only information we will use to send you help in case of an emergency is your address and possibly entry instructions. Please be aware that if you choose to put any other personal information in the free text boxes of your rescue plan (this is not requested by us), this information can be accessed by us for a period of 24 hours following your rescue plan being enacted.

- 6.2. Temporarily shared personal information such as address is held by us for 24 hours. The data is stored for a limited time as an emergency fail-safe measure only. For example, should your Supporter determine that you require emergency services support and has enact your rescue plan but then the call ends for any reason, this means we are able to go back and obtain the information we need to send emergency services help to you. The information is then wiped after 24 hours to maintain your anonymity.
- 6.3. Any other data (for example, anonymised call records – we know that a call took place and what happened but without connecting it to you) is held for 7 days.
- 6.4. Callers agree to share all necessary information with Supporters including the substance being used and any other information that is requested by the Supporter and reasonably related to providing the best support possible to the Caller.

7. **Use Limitation**

- 7.1. You agree to use the App only for its intended purposes and not, under any circumstances, for any commercial, investigative, or personal use outside of the uses for which it was designed.
- 7.2. Investigative uses include, but are not limited to, providing information derived from, or as a result of, the use of the App in any criminal, civil, or administrative investigation or using the App in cooperation with any criminal, civil, or administrative investigation.

8. **Communications Between Us**

- 8.1. By signing up to and using the App, you consent to receive all communications from us which are necessary for us to provide the App's service to you, including any possible messages about updates and security incidents, in electronic form via your account in the App.

9. **Use of Materials and Information on the App**

- 9.1. Subject to applicable law, Brave and Cranstoun agree to keep all Caller information confidential. Brave and Cranstoun respect the trust of the Callers and values the community of safety and support that Callers are creating. As such, Brave and Cranstoun agree that they will make all reasonable efforts to keep Callers of the App anonymous and protect their identities.
- 9.2. You agree, however, that if we are required by law to disclose information that reveals the identity or location of Callers or enables the discovery of a Caller's identity or location, or if the App is the subject of a malicious attack resulting in the identification of Callers, neither you nor anyone else would have a remedy or claim against Brave or Cranstoun, as explained in the Warranty Disclaimer and Limitation of Liability section of these Terms.

10. **Data Collection and Cookies**

- 10.1. Any data that is collected and stored is anonymized and aggregated and Brave or Cranstoun will never provide information which identifies you personally to members, other Callers, strategic partners, or law enforcement as more fully described in the Privacy Information.
- 10.2. The App uses cookies to store information on your computer. Some are essential to make the App work; others are intended to help us provide services and improve the user experience. By using the App, you consent to the placement of these cookies. Please read our Privacy Policy and the answers to our Privacy FAQs set out at the end of these Terms if you would like to learn more.

11. Trademarks and Copyrights

- 11.1. Brave Technology Coop, Brave Coop and Brave's logo are trademarks belonging to Brave. Brave does not provide its permission for you to use these trademarks, and any such use may constitute an infringement of Brave's rights.
- 11.2. All intellectual property used in the App which relates to Cranstoun, including Cranstoun's name, logo and the name "BuddyUp", shall be owned by Cranstoun. Cranstoun does not provide its permission for you to use, copy or reproduce its intellectual property in any way, and any such use may constitute an infringement of Cranstoun's rights.
- 11.3. Other trademarks or service marks which may appear on the App are the property of their respective owners. Unless otherwise stated, we do not endorse and are not affiliated with any of the holders of such rights and we cannot and do not grant any licence to exercise such rights.
- 11.4. Cranstoun and Brave are the owners or licensees of all intellectual property rights in the App, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You have no intellectual property rights in, or to, the App other than the right to use it in accordance with these Terms.
- 11.5. You may not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us.
- 11.6. You may not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security.
- 11.7. You may not merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App to be combined with, or become incorporated in, any other programmes, except as necessary to use the App on devices as permitted in these Terms.
- 11.8. You may not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things.
- 11.9. You must not use any part of the content on the App for commercial purposes.
- 11.10. If you print off, copy, download, share or repost any part of the App in breach of these Terms, your right to use the App will cease immediately.

12. Third Party Content

- 12.1. The App may contain links to other independent websites which are not provided by us. Cranstoun and Brave do not control or pre-approve such third party content, and thus we bear no responsibility for its accuracy, appropriateness, or quality.
- 12.2. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them. You agree that you must evaluate and bear all risks associated with any third party content, and that neither Cranstoun nor Brave will be liable for any third party content or any consequences of its inclusion or omission in the App.

13. **Warranty disclaimer**

- 13.1. We provide the App "as is" and the App is made available free of charge.
- 13.2. We do not guarantee that the App, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 13.3. The App are provided for general safety purposes only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 13.4. To the maximum extent permitted by law, we hereby disclaim all express and implied warranties or guarantees, including all statutory warranties, with respect to the App, including, without limitation, any warranties that the services are merchantable, of satisfactory quality, accurate, fitness for a particular purpose or need, or non-infringing.
- 13.5. We do not guarantee that the results or services that may be obtained from the use of the services will be effective, reliable or accurate or will meet your requirements. We do not guarantee that you will be able to access or use the services at times or locations of your choosing.

14. **Limitation of Liability**

- 14.1. If we fail to comply with these Terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breaching these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.
- 14.2. 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 or for fraud or fraudulent misrepresentation.
- 14.3. The App is for personal use only, and we will not be liable for any business losses. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4. We are not responsible for events outside our control. If our provision of the App is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

14.5. To the maximum extent provided by law, you cannot recover any damages from us, our directors, officers, employees, members, affiliates or agents related to your use of the App, whether in statute, contract, tort (including negligence and strict liability), or otherwise, including any direct, consequential, lost profits, special, indirect, incidental, or punitive damages. This limitation applies even if you are not fully compensated for any losses, or if we knew or should have known about the possibility of the losses.

15. Breaches of These Terms and Indemnification by You

15.1. If you breach these Terms, or if we reasonably suspect that you have breached these Terms, we may:

- 15.1.1. send you one or more warnings;
- 15.1.2. temporarily suspend your access to the App;
- 15.1.3. permanently prohibit you from accessing the App;
- 15.1.4. block devices using your IP address from accessing the App;
- 15.1.5. ask your internet service provider to block your access to the App;
- 15.1.6. suspend or delete your account;
- 15.1.7. bring court proceedings against you seeking damages and/or injunctions; and/or
- 15.1.8. report you to law enforcement authorities.

15.2. If we suspend, terminate, or block your access to the App, you agree not to take any action to circumvent our action.

15.3. **Indemnification:** You hereby agree to indemnify Cranstoun and the Supporters, and undertake to keep Cranstoun and the Supporters indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms or arising out of any claim that you have breached any provision of these Terms.

16. Feedback and Complaints

16.1. Thank you for using our App and creating a safe and trusting community for Callers and Supporters.

16.2. If you have any concerns, inquiries, or complaints about the App, please write to Cranstoun at buddyup@cranstoun.org.uk. We appreciate your input.

16.3. If you have a question or complaint regarding the App, you are encouraged to bring it to our attention. You may email us at buddyup@cranstoun.org.uk, and we will try to address your concerns. If we are unable to resolve a dispute through our usual complaints process, you may wish to make a complaint through an alternative dispute resolution provider, as set out below.

16.4. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how

we have handled any complaint, you may want to contact an alternative dispute resolution provider. You can submit a complaint to CEDR via their website at <https://www.cedr.com/>. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

17. General

- 17.1. These Terms and all matters related to the App will be governed by the laws of England and Wales.
- 17.2. Any failure or delay by either party to enforce any part of these Terms will not constitute a waiver of that party's rights under these Terms.
- 17.3. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- 17.4. If a particular provision of these Terms is determined by a court of competent jurisdiction to be unenforceable, the other provisions will remain in effect.
- 17.5. You may not transfer your account or your rights under these Terms to any other person or entity. We may, in our sole discretion, transfer, delegate, or assign our rights and obligations under these Terms to others without notifying you or obtaining your consent.
- 17.6. The current version of these Terms, which incorporates our Privacy Policy by reference, constitutes the entire agreement between you and us in relation to the App.

BUDDYUP PRIVACY INFORMATION AND FAQs

1. Can I use BuddyUp anonymously? Do I have to give personal information to use BuddyUp?

- 1.1. You are not required to provide any personal information to use BuddyUp. You can remain entirely anonymous.
- 1.2. Your address is required to help us if we need to send emergency services help to you, however we do not require a phone number, name, or any other personal information.
- 1.3. We will always explain what information we are asking for so that you can make an informed decision.
- 1.4. The only information we require to send you help in case of an emergency is your address and possibly entry instructions. Please be aware that if you choose (this is not requested by us) to put any other personal information in the free text boxes of your rescue plan, that this information can be accessed by us for a period of 24 hours following your rescue plan being enacted (see FAQ 5, "How long do you keep shared data?").
- 1.5. Please ask any questions about this during your next support call.

2. How do you protect my privacy?

2.1. Where you have provided information to help us assist you in an emergency, this data remains on your phone. It will only be temporarily shared with BuddyUp and your Supporter if you become unresponsive.

2.2. Your Supporter will request this information if they think you need help. You will be able to indicate that you are okay and stop the information from being shared if you prefer.

3. What if I need help setting up my personal data?

3.1. If you would like your Supporter to help you set up your personal information you can temporarily allow them access to your personal data during the call.

4. What personal data do you collect?

4.1. You could provide any of the following information if you think it will help us in case of an emergency, however the only information that is requested by us is your address and entry instructions:

4.1.1. Full name;

4.1.2. Phone number

4.1.3. Address;

4.1.4. Entry Instructions; and

4.1.5. Country.

4.2. This is stored on your phone and temporarily shared in case of emergency.

4.3. Please be aware that if you choose to put any other personal information in the free text boxes of your rescue plan, that this information can be accessed by us for a period of 24 hours following your rescue plan being enacted (see FAQ 5).

5. How long do you keep shared data?

5.1. In the case of temporarily shared personal information such as your address, we keep the data you share with us for 24 hours. The data is stored for a limited time as an emergency fail-safe measure only, for example should your Supporter determine that you require emergency services support and enact your rescue plan, but then the call ends for any reason, we are able to go back and obtain the information we need to send emergency services help to you. The information is wiped from the server after 24 hours to maintain your anonymity.

5.2. For any other data you share with us (for example, anonymised call records – we know that a call took place and what happened but without connecting it to you), we keep the data for 7 days.

6. Any more details for those of us who are technically-inclined?

6.1. We have a feature in the works where you can download all data related to you so that you can see exactly what BuddyUp knows (and doesn't know) about you. In the meantime, feel free to contact us for more details.

6.2. As an example, our anonymised records include call event logs (call started, call stopped, etc), call quality information and information about your device at the time of call such as battery-level and volume.

7. Where is my data stored?

7.1. All data is stored in the United Kingdom.

7.2. We protect your data by collecting as little as possible. What little data we hold is not shared/sold under any circumstances.

8. I am still worried about privacy.

8.1. You can call anonymously to discuss your concerns with a Supporter. There is a balance between privacy and our ability to help you and we have to work together to understand what is right for you.