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- 1.2 You will not adapt or modify the Questionnaire in any way and for the avoidance of doubt, you do not have the right to commercialise the Questionnaire in any manner.
- 1.3 The permissions granted does not carry any right for granting permissions to others to use the Questionnaire.

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  - 2.1.2 The translation is translated from the original parent language as specified by us (which will normally be in the English language);
  - 2.1.3 The translation must be strictly in accordance with the document: "Translation and Linguistic Validation Process" (TLV Process), a copy of which will be provided by us upon request;
  - 2.1.4 Before putting the Questionnaire into use, you provide us with written confirmation of adherence of the translation to the TLV Process together with electronic (Microsoft Word or other format readily read by Microsoft Word) copies of the Questionnaire in final translated form;
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- 2.1.6 You make no claim to the copyright in the translated Questionnaire and on request will assign the copyright in the translation free of any third party claims.
- 2.1.7 You may not make or use on a hand held device or via a web based platform an electronic version of the Questionnaire.

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  - 3.1.3 If the eCOA is web based then all users of the eCOA shall be subject to a registration system that controls and monitors use in accordance with procedures approved by us;
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- 4.4 You will acknowledge the authors in all publications resulting from work related to the User Agreement by referencing: Simon J, Anand P, Gray A, Rogkåsa J, Yeeles K, Burns T (2013) Operationalising the capability approach for outcome measurement in mental health research. *Social Science and Medicine*, 98: 187-196.
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- 5.2 Without affecting the generality of clause 5.1, we give no implied or express warranty and make no representation that the Questionnaires or any part of them:
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  - 5.2.2 meets a particular specification or is comprehensive within its field;
  - 5.2.3 is suitable for any particular, or the Licensee's specific, purposes;
  - 5.2.4 will not cause any loss damage or injury;
  - 5.2.5 that it is of satisfactory quality; or
  - 5.2.6 does not or will not infringe third party rights.
- 5.3 Except for death or personal injury caused by our negligence or for fraud, our liability under the User Agreement whether arising in contract, or tort (including negligence) or arising in any other way for any direct or indirect loss excludes any liability for loss of profit, reputation, or business or opportunity and for any indirect or consequential loss or damage, even if any of these types of loss or damage were foreseeable when this User Agreement was made.
- 5.4 You irrevocably undertake not to make any claim against any employee, student, agent or appointee of ours, the Authors of the Questionnaire or the owners of the copyright in the Questionnaire, being a claim which seeks to enforce against any of them any liability whatsoever in connection with the User Agreement or its subject-matter.
- 5.5 You shall be responsible for all acts and omissions of your permitted use and you shall hold harmless and indemnify us from and against any claim, liability, loss or damage that we may suffer or incur arising out of any breach of the User Agreement or any negligent act or omission by you or your users.

## 6. General

- 6.1 **No Partnership** – Nothing in the User Agreement creates, implies or evidences any partnership or joint venture between you and us or the relationship of principal and agent. Neither party shall hold itself out as being the agent or representative of the other.
- 6.2 **Use of Name** – You hereby give us your consent to the use of your name and logo in advertising and marketing by us but your consent is limited to stating only that you are a user of the Questionnaire. In particular, we agree not to represent that you endorse the use of the Questionnaires for any purpose.
- 6.3 **Entire Agreement** – The User Agreement constitutes the entire agreement between you and us relating its subject matter to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are agreed in writing us. You warrant that you have not relied on any representation made by us or on our behalf that is not expressly set out in the User Agreement and waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by us fraudulently) in relation to any representation which is not specifically set out in these User Terms.
- 6.4 **Variation** – We reserve the right to modify or revise these User Terms at any time without prior notice to you but this shall not affect the terms and conditions of any User Agreement entered into with you before the modification or revision. You have no right to vary the User Agreement without our prior written consent.
- 6.5 **Waiver** - The failure to exercise or delay in exercising a right or remedy under the User Agreement by us shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies by us. No single or partial exercise of any right or remedy under the User Agreement by us shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 6.6 **Third Party Rights** – Except for the beneficiaries of the rights expressly granted to them under clause

5.4 of the User Agreement, no third party is intended to benefit from any rights under the User Agreement.

6.7 **Governing Law** - English Law governs the User Agreement and you hereby irrevocably agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising under or in connection with the User Agreement or its subject matter.

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