

PRIVATE POLICY AND TERMS OF AGREEMENT

PRIVATE POLICY

Introduction

Welcome to mywellbeingtoday self-care webapp of wellbeing@fingertip ltd ("we," "our," or "us"). We are committed to protecting your privacy and ensuring the security of your Personal and social care. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you use our mobile application and web services (collectively, the "Service").

This policy complies with applicable health and social care regulations, including the Health Insurance Portability and Accountability Act (HIPAA) where applicable, the General Data Protection Regulation (GDPR) for users in the European Economic Area, and the requirements of the Apple App Store and Google Play Store for health and wellness self-care applications. It does not replace the need for you to seek a medical attention instead it helps to signpost you to directory of providers nearest to you under no obligation to mywellbeingtoday.

By using the Service, you consent to the data practices described in this policy. If you do not agree with this policy, please do not use the Service.

Information We Collect

Personal Information

- **Account Information:** Name, email address, and profile picture when you create an account
- **Health and Wellness self-care Data:** Mood entries, symptom logs, daily activity check-ins, wellness self-care goals, and health notes you voluntarily provide
- **Communication Data:** Messages exchanged with Health and Social care providers through our platform
- **Appointment Information:** Scheduling data for appointments with providers

Automatically Collected Information

- **Device Information:** Device type, operating system, unique device identifiers
- **Usage Data:** Features used, time spent in the app, interaction patterns
- **Log Data:** IP address, browser type, access times, pages viewed

Information from Third Parties

- **Authentication Providers:** If you sign in using third-party authentication (such as Google), we receive your basic profile information

- **Health and social care Providers:** Providers may share relevant health information through our secure messaging system

How We Use Your Information

We use your information for the following purposes:

- **Provide the Service:** Enable mood tracking, symptom logging, provider connections, and wellness self-care insights
- **AI-Powered Insights:** Generate personalized health recommendations based on your check-in data (with your consent)
- **Facilitate Communication:** Enable secure messaging between you and Health and Social care providers
- **Improve the Service:** Analyze usage patterns to enhance features and user experience
- **Send Notifications:** Appointment reminders, wellness self-care check-in prompts, and important service updates
- **Ensure Security:** Detect and prevent fraud, abuse, or security threats
- **Comply with Legal Obligations:** Meet regulatory requirements and respond to lawful requests

We will never sell your Personal and social care to third parties for marketing or advertising purposes without consent.

Data Sharing and Disclosure

We may share your information in the following circumstances:

With Your Consent

- Health and social care providers you choose to connect with through the platform
- Third-party services you explicitly authorize

Service Providers

We work with trusted third-party service providers who assist in operating our Service:

- **Cloud Hosting:** Secure data storage and processing
- **Payment Processing:** Stripe for subscription payments (Stripe does not have access to your health data)
- **AI Services:** OpenAI for generating health insights (data is processed in accordance with their privacy policy and our data processing agreement)
- **Analytics:** Anonymous usage analytics to improve the Service

All service providers are bound by contractual obligations to protect your data and use it only for specified purposes.

Legal Requirements

We may disclose information when required by law, such as:

- To comply with a subpoena, court order, or legal process
- To protect the safety of any person or the public
- To address fraud, security, or technical issues
- To protect our legal rights

Emergency Situations

In cases where we believe there is an imminent risk of harm to you or others, we may share necessary information with appropriate authorities or Health and Social care professionals.

Data Security

We implement industry-standard security measures to protect your Personal and social care:

- **Encryption:** All data is encrypted in transit (TLS 1.3) and at rest (AES-256)
- **Access Controls:** Role-based access controls limit who can view your data
- **Authentication:** Secure authentication with session management
- **Audit Logging:** All access to health data is logged and monitored
- **Regular Security Assessments:** We conduct periodic security reviews and vulnerability testing
- **Secure Infrastructure:** Our servers are hosted in secure, compliant data centers

While we strive to protect your information, no method of electronic transmission or storage is 100% secure. We encourage you to use a strong password and keep your account credentials confidential.

Data Retention

We retain your personal information for as long as necessary to:

- Provide the Service and maintain your account
- Comply with legal obligations (health records may be retained for up to 6 years as required by Health and Social care regulations)
- Resolve disputes and enforce our agreements

When you delete your account, we will delete or anonymize your personal information within 30 days, except where retention is required by law or for legitimate business purposes.

Your Rights and Choices

You have the following rights regarding your personal information:

- **Access:** Request a copy of your personal data
- **Correction:** Request correction of inaccurate or incomplete data
- **Deletion:** Request deletion of your data (subject to legal retention requirements)

- **Data Portability:** Receive your data in a structured, machine-readable format
- **Withdraw Consent:** Withdraw consent for data processing at any time
- **Opt-Out:** Opt out of non-essential communications
- **Restrict Processing:** Request limitation of how we use your data

To exercise these rights, please contact us at the address provided below. We will respond to your request within 30 days.

Children's Privacy

Our Service is not intended for children under 13 years of age (or 16 in the European Economic Area). We do not knowingly collect personal information from children under these ages. If you are a parent or guardian and believe your child has provided us with personal information, please contact us immediately.

International Data Transfers

Your information may be transferred to and processed in countries other than your country of residence. These countries may have different data protection laws. When we transfer data internationally, we implement appropriate safeguards such as Standard Contractual Clauses approved by the European Commission.

HIPAA Notice (For US Users)

When our Service is used in connection with Health and Social care providers who are covered entities under HIPAA, we may act as a Business Associate. In such cases:

- We enter into Business Associate Agreements with covered entities
- We implement HIPAA-compliant security safeguards
- We limit use and disclosure of Protected Health Information (PHI) as required by law
- We will notify covered entities of any breaches affecting PHI

Please note that when you use the Service directly as a consumer (not through a health and social care provider), your data may not be subject to HIPAA protections but will still be protected under this Privacy Policy.

Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any material changes by posting the new Privacy Policy on this page and updating the "Last Updated" date. For significant changes, we will provide additional notice, such as an email notification or in-app alert.

Your continued use of the Service after any changes indicates your acceptance of the updated policy.

Contact Us

If you have questions about this Privacy Policy or our data practices, please contact us:

- **Email:** privacy@wellbeinghelp.com
- **Data Protection Officer:** dpo@wellbeinghelp.com

You also have the right to lodge a complaint with a data protection supervisory authority in your jurisdiction.

AGREEMENT TO TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and mywellbeingtoday self-care webapp of wellbeing@fingertip ltd ("Company," "we," "our," or "us") governing your access to and use of the mywellbeingtoday self-care webapp of wellbeing@fingertip ltd mobile application, website, and related services (collectively, the "Service").

By accessing or using the service, you agree to be bound by these Terms. If you disagree with any part of these Terms, you may not access the Service.

IMPORTANT: The Service is a wellness self-care tool and is not a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of qualified Health and Social care providers with any questions you may have regarding a medical condition.

Description of Service

My wellbeingtoday of wellbeing@fingertip ltd provides:

- **Mood and Wellness self-care Tracking:** Tools to log daily moods, symptoms, and wellness self-care check-ins
- **AI-Powered Insights:** Personalized health recommendations based on your data
- **Provider Directory:** Access to a directory of mental, physical and social health care providers
- **Appointment Scheduling:** Ability to book appointments with registered providers
- **Secure Messaging:** Communication with Health and Social care providers through encrypted channels
- **Wellness self-care Goals:** Tools to set and track personal wellness self-care objectives

Medical Disclaimer

THE SERVICE IS NOT A MEDICAL DEVICE AND IS NOT INTENDED TO TREAT OR CURE, ANY DISEASE OR MEDICAL CONDITION BUT TO HELP USERS TO BE SELFCONSCIOUS OF THEIR DAILY WELLBEING THROUGH ACTIONS THAT CAN PREVENT ESCALATION OF UNWELL/DISTRESS AND WHERE NECESSARY, SIGNPOST THE USER TO HEALTH AND SOCIAL CARE PROVIDERS UNDER NO OBLIGATION.

- The Service provides general wellness self-care information and tools for self-tracking purposes only

- AI-generated insights are informational and should not replace professional medical advice
- Always consult qualified Health and Social care professionals for medical concerns
- Do not disregard professional medical advice or delay seeking treatment based on information from the Service
- If you experience a medical emergency, call emergency services immediately

Crisis Resources: If you are in crisis or experiencing thoughts of self-harm, please contact:

- National Suicide Prevention Lifeline: 988 (US)
- Crisis Text Line: Text HOME to 741741
- Emergency Services: 911 (US) or your local emergency number

User Eligibility and Account

Eligibility

To use the Service, you must:

- Be at least 13 years old (16 in the European Economic Area)
- Have the legal capacity to enter binding contracts
- Not be prohibited from using the Service under applicable laws

Users under 18 may only use the Service with parental or guardian consent.

Account Responsibilities

You are responsible for:

- Providing accurate and complete registration information
- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access

Subscription and Payment Terms

Free Trial

New subscribers are eligible for a 15-day free trial of mywellbeingtoday self-care webapp of wellbeing@fingertip ltd Premium. During the trial period, you have full access to premium features. You will not be charged during the trial period.

Subscription Plans

- **Monthly Plan:** \$19.99 per month, billed monthly
- **Yearly Plan:** \$191.88 per year (equivalent to \$15.99/month), billed annually

Automatic Renewal

Subscriptions automatically renew at the end of each billing period unless cancelled. You will be charged the applicable subscription fee at the beginning of each renewal period.

Cancellation

You may cancel your subscription at any time through the Subscription settings or by contacting us. Cancellation takes effect at the end of the current billing period. You will retain access to premium features until the end of your paid period.

Refund Policy

Subscription fees are generally non-refundable except where required by law. Refund requests for unused portions may be considered on a case-by-case basis.

Payment Processing

Payments are processed securely through Stripe. By providing payment information, you authorize us to charge your payment method for all applicable fees.

Health and Social care Provider Terms

Provider Registration

Health and Social care providers who register on the platform agree to:

- Provide accurate professional credentials and licensing information
- Maintain current and valid professional licenses
- Comply with all applicable laws, regulations, and professional standards
- Maintain appropriate professional liability insurance
- Keep patient information confidential in accordance with HIPAA and applicable laws

Provider Verification

Provider registrations are subject to approval. We reserve the right to verify credentials and reject or remove providers who do not meet our standards or violate these Terms.

Independent Contractors

Health and Social care providers using the Service are independent professionals and not employees or agents of

mywellbeingtoday self-care webapp of wellbeing@fingertip Ltd. We do not control or direct the manner in which providers deliver their services.

Acceptable Use Policy

You agree not to:

- Use the Service for any unlawful purpose or to violate any laws
- Impersonate any person or entity or misrepresent your affiliation

- Interfere with or disrupt the Service or servers
- Attempt to gain unauthorized access to any part of the Service
- Collect user information without consent
- Transmit any viruses, malware, or harmful code
- Use the Service to harass, abuse, or threaten others
- Share false or misleading health information
- Use automated systems to access the Service without permission
- Reverse engineer, decompile, or disassemble the Service

Intellectual Property

Our Intellectual Property

The Service and its original content, features, and functionality are owned by mywellbeingtoday self-care webapp of wellbeing@fingertip Ltd and are protected by copyright, trademark, and other intellectual property laws.

Your Content

You retain ownership of content you submit to the Service. By submitting content, you grant us a non-exclusive, royalty-free license to use, store, and process your content as necessary to provide the Service.

Feedback

Any feedback, suggestions, or ideas you provide may be used by us without compensation or attribution.

Privacy and Data Protection

Your privacy is important to us. Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

Key points:

- We implement encryption and security measures to protect your data
- We do not sell your Personal and social care
- You have rights to access, correct, and delete your data
- We comply with applicable data protection laws including HIPAA and GDPR

Disclaimers and Limitation of Liability

Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that:

- The Service will be uninterrupted or error-free
- The results from using the Service will be accurate or reliable
- The Service will meet your specific requirements

- Any errors in the Service will be corrected

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, mywellbeingtoday self-care webapp of wellbeing@fingertip ltd AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL, ARISING FROM:

- Your use or inability to use the Service
- Any conduct or content of any third party on the Service
- Unauthorized access to or alteration of your data
- Medical decisions made based on the Service

OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

Indemnification

You agree to indemnify, defend, and hold harmless mywellbeingtoday self-care webapp of wellbeing@fingertip ltd and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with:

- Your access to or use of the Service
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property rights
- Your content or data submitted to the Service

Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason, including if you breach these Terms.

Upon termination:

- Your right to use the Service will immediately cease
- You may request a copy of your data before deletion
- We may delete your account and data after a reasonable period
- Provisions that should survive termination will remain in effect

Dispute Resolution

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the United States and the State of Delaware, without regard to its conflict of law provisions.

Informal Resolution

Before filing any formal dispute, you agree to first contact us and attempt to resolve the dispute informally.

Arbitration

Any disputes that cannot be resolved informally shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. You waive your right to participate in class action lawsuits.

General Provisions

- **Entire Agreement:** These Terms constitute the entire agreement between you and mywellbeingtoday self-care webapp of wellbeing@fingertip ltd regarding the Service
- **Severability:** If any provision is found unenforceable, the remaining provisions will continue in effect
- **Waiver:** Our failure to enforce any right or provision does not constitute a waiver
- **Assignment:** You may not assign your rights under these Terms without our consent
- **Force Majeure:** We are not liable for delays or failures due to circumstances beyond our control

Changes to Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms and updating the "Last Updated" date. Your continued use of the Service after changes become effective constitutes acceptance of the modified Terms.

Contact Information

For questions about these Terms, please contact us:

- **Email:** legal@wellbeinghelp.com
- **Support:** support@wellbeinghelp.com