



Terms and conditions

The following terms constitute an Agreement between you and Mywellbeingindex Ltd t/a KAYA, the operator of www.mywellbeingindex.co.uk (the "Platform"). This Agreement governs your use of the Platform, both as a casual visitor and a registered member as described below.

By accessing or using the Platform, you agree to be bound by the terms of this Agreement. To the extent you register on the Platform as a member, then in addition to the terms that are applicable to all users of the Platform, the terms that apply only to members shall apply to you too.

Website terms of use

These terms of use (Terms) (together with the documents referred to in them) tells you the terms of use on which you may make use of our website at www.mywellbeingindex.co.uk, whether as a guest or as a registered user. Use of our site includes accessing, browsing, or registering to use our site. To avoid confusion, the self-service survey application (the survey app) is deemed to be part of our site. By using our site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our site.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, 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 may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

Acceptable and Lawful Use of Platform by Members

Members shall not post or upload any information or other content on the Platform that (a) is false, inaccurate or misleading; (b) is obscene or indecent; (c) infringes any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any party; or (d) is defamatory, libelous, threatening, abusive, hateful, or contains pornography. Members shall not interfere with other members' use and enjoyment of the Platform (for example, by harassing, threatening, soliciting, overly promoting personal interests, or stalking another participant of a forum, seminar, or threaded message, including the use of expressions of bigotry, racism, hatred, or profanity). Members may not use the Platform to conduct any activity that is illegal or violates the rights of others, provide instructional information about illegal activities, or promote physical harm or injury against any group or individual.

All members represent and warrant that the information they provided when registering as a member, and all information that they subsequently provide regarding themselves and their membership, is true and accurate and not misleading. No Interference with Operation of Platform

You may not use any robot, spider, scraper, or other automated means to access the Platform or content or services provided on the Platform for any purposes. You may not post content on the Platform that contains or links to any malware, viruses, Trojan horses, worms, time bombs, spiders, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You shall not attempt to make the Platform unavailable through denial-of-service attacks or other means. You shall not use contact information provided by members, or collect information about our members, to facilitate the sending of unsolicited bulk communications (SPAM) or allow others' use of your membership account to take such actions.

Platform for Non-Commercial Use Only

The Platform content, including the Member Area and the content and information contained in the Member Area, under personal wellbeing is for the personal, non-commercial use by individual members. Organizations, companies, and/or businesses may not become members and use the Platform without express

consent from Mywellbeingindex. Members of the Platform with individual commercial interests may not solicit or overtly promote their products or services within the Member Area. All content shared within the Platform is not for external use. Non-members seeking permission to contact Platform members, should contact hello@Mywellbeingindex.co.uk (for media and analyst inquiries, research requests and general inquiries. Privacy

You agree that you have read, understood and accept the Privacy Policy. This policy explains Mywellbeingindex's collection of restricted and shared information from you when using the Platform and its use of and sharing of such information. We also encourage you to read our Openness philosophy.

Posting and Use of Content in the Member Area

The Member Area includes community areas, such as forums and member areas, where members may post messages, images, and other content ("User Submissions"). If you are a member, you (or the author) owns the copyright in the messages, images, and other content you post in the Member Area, but by posting such content within User Submissions to the Member Area you grant Mywellbeingindex and our affiliates the right to use, copy, display, perform, distribute, translate, edit, and create derivative works of your User Submissions, subject to the terms of the Privacy Policy.

While some community areas in the Member Area are monitored periodically for topicality, Mywellbeingindex has no obligation to prescreen postings and is not responsible for their content. We encourage you to notify us of inappropriate or illegal content and we reserve the right to remove postings for any reason.

Identifying Other Members

You agree not to disclose to any person or entity personally identifiable information about other members that you encounter while using this Platform (whether posted in the Member Area by a member or emailed to you by a member) without the express consent of such member. You may disclose information of a general nature (that could not identify the member who provided such information or whom such information is about) to third parties outside this Platform, subject to the above restriction on non-commercial use.

Digital Millennium Copyright Act

If you are a copyright owner or an agent thereof and believe that any user posting or other content at this Platform infringes upon your copyright, you may submit a written notification pursuant to the UK copyright and regulations act by providing our Copyright Agent (listed below) with the following information: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our Platform; (iii) a description of the location on the Platform of the allegedly infringing material(s); (iv) your address, telephone number, and email address; (v) a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a written statement that the

information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If a User Submission that you submitted has been removed as a result of a notification as described above and you believe that such a User Submission or portion of a User Submission was posted lawfully, please contact us about our counter-notification procedure through which you can dispute the allegation and request re-posting of the User Submission content at issue.

The Mywellbeingindex designated Copyright Agent for notice of claims of infringement is: Mywellbeingindex Limited

Bahati

Beaconsfield Road,

Farnham Royal

SL2 3BW

email: hello@Mywellbeingindex.co.uk

Only notices of alleged copyright infringement and requests about the counter-notification procedures should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Mywellbeingindex at hello@Mywellbeingindex.co.uk. You acknowledge that if you fail to comply with all of the notice requirements of the GDPR, your notice may not be valid.

Member Password and Login Identity

You are responsible for maintaining the confidentiality of your member password, and are fully responsible for all activities that occur under your password or account with or without your knowledge. You agree to immediately notify PLM of any unauthorized use of your membership password or login or any other breach of security.

Links to Other Websites

Mywellbeingindex.co.uk may contain links to other websites that are not under the control of Mywellbeingindex. The inclusion of any link does not imply endorsement by Mywellbeingindex of such site and Mywellbeingindex is not responsible for the content of such linked sites.

Membership Termination

You agree that Mywellbeingindex may, with or without cause, immediately terminate your Mywellbeingindex.co.uk membership or limit or terminate your access to the Member Area or the Platform without prior notice. Without limiting the foregoing, the following may lead to a termination by Mywellbeingindex of a member's membership and use of the Platform: (a) breaches or violations of this Terms of Use Agreement or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated membership cancellation), (d) unexpected technical issues or problems, and (e) extended periods of inactivity. Mywellbeingindex has no

obligation to maintain or store information or data that you have posted on or uploaded to the Platform.

Fees

Personal wellbeing Membership with Mywellbeingindex.co.uk is currently free. Mywellbeingindex reserves the right to, from time to time, change the terms of this Agreement and could charge for membership and/or to provide additional optional services for a fee in the future.

Disclaimer of Warranties

The Platform and the content and services made available on the Platform are provided on an "as is" and "as available" basis. Mywellbeingindex does not make and disclaims all express and implied warranties and representations, including, but not limited to, any implied warranty of fitness for a particular purpose, with regard to the Platform, the Platform content, or any advice or services provided through the Platform to the extent permitted by law. Mywellbeingindex does not warrant that access to the Platform or its content or services will be uninterrupted or error-free or that defects in the Platform will be corrected.

The advice, recommendations, information, and conclusions posted or transmitted by other members of the Platform are not in any way vetted, approved or endorsed by Mywellbeingindex, and you use such information at your own risk.

This Site Does Not Provide Well-being Advice

All content within www.mywellbeingindex.co.uk is provided for general information purposes only, and should not be treated as a substitute for the medical advice of your own doctor or any other health care professional. www.mywellbeingindex.co.uk or Mywellbeingindex cannot accept any liability for its accuracy or content. Users who rely on this information do so at their own risk. Mywellbeingindex.co.uk is an independent website and a source of information. If you wish to contact individuals and act on their advice you do so at your own risk. Mywellbeingindex is not responsible for any diagnosis made by a user based on the content of this website.

We do not control any links to external websites provided by other users. Mywellbeingindex is not liable for the contents of any external internet sites listed, nor does it endorse any commercial product or service mentioned or advertised on these linked sites. Listing shall not be taken as endorsement of any kind. The site is hosted by Mywellbeingindex an independent organisation with a view to reflect the ethos of the organisation and are expressed with the aim of improving wellbeing'. Always consult your own GP if you are in any way concerned about your health. You should always promptly consult a doctor all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention.

This Site Does Not Provide Financial Advice

All content within www.mywellbeingindex.co.uk is provided for general information purposes only and the information which is summarised herein does not constitute financial or other professional advice and is general in nature. It does not take into account your specific circumstances and should not be acted on without full understanding of your current situation and future goals and objectives by a fully qualified financial advisor. In doing so you risk making commitment to a product and/or strategy that may not be suitable to your needs. Mywellbeingindex.co.uk or Mywellbeingindex is not responsible for the advice given or your action. If you wish to contact individuals and act on their advice you do so at your own risk.

www.mywellbeingindex.co.uk or Mywellbeingindex cannot accept any liability for its accuracy or content. Users who rely on this information do so at their own risk. We do not control any links to external websites provided by other users. Mywellbeingindex is not liable for the contents of any external internet sites listed, nor does it endorse any commercial product or service mentioned or advertised on these linked sites.

Listing shall not be taken as endorsement of any kind. You should always check the suitability, adequacy and appropriateness of the advice that is of interest to you. It is your responsibility to satisfy yourself that you wish to obtain any advice before applying for it. If you are in any doubt as to the suitability, adequacy or appropriateness of any advice referred to on the site, we suggest that you seek independent professional advice before you obtain it.

This Site Does Not Provide Medical Advice

All of the content provided on the Platform, such as text, treatments, dosages, outcomes, charts, patient profiles, graphics, photographs, images, advice, messages, forum postings, and any other material provided on the Platform are for informational purposes only and are not a substitute for professional medical advice or treatment. Always seek the advice of your physician or other qualified health provider regarding your health. Never disregard professional medical advice or delay in seeking it because of something you have read on this Platform.

If you think you may have a medical emergency, call your doctor or emergency immediately.

The platform or Mywellbeingindex does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned by members on the Platform. Reliance on any information provided by Mywellbeingindex.co.uk, by persons appearing on the Platform at the invitation of Mywellbeingindex, or by other members is solely at your own risk.

Limitation of Liability

Under no circumstances shall Mywellbeingindex, its partners, contributors, agents, employees, directors, or affiliates be liable for any indirect, incidental, special, or consequential damages (even if it has been advised of the possibility of such

damages) due to your use of this Platform or due to your reliance on any of the content contained or the services provided on the Platform.

Indemnification

You agree to indemnify and hold harmless Mywellbeingindex, its officers, employees, agents, subsidiaries, affiliates and other partners, from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

International Users

Mywellbeingindex makes no claims that information on the Platform is appropriate or may be downloaded outside of the United Kingdom. Personal information ("Information") that is submitted to this Platform will be collected, processed, stored, disclosed and disposed of in accordance with applicable U.K. law, the EU-US and Swiss Privacy Shield Framework, the EU General Data Protection Regulation, and the Mywellbeingindex.co.uk Privacy Policy.

If you are a non-U.K. user, you acknowledge and agree that Mywellbeingindex may collect and use your Information and disclose it to other entities outside your resident jurisdiction as long as such collection, use, or disclosure does not violate applicable law or the Mywellbeingindex.co.uk Privacy Policy. In addition, such Information may be stored on servers located outside your resident jurisdiction. U.K. law may not provide the degree of protection for Information that is available in other countries. By providing us with your Information, you acknowledge that you consent to the transfer of such Information outside your resident jurisdiction as detailed in our Privacy Policy. If you do not consent to such transfer, you may not use this Platform.

Nonprofit Tailored Communities

Representatives of nonprofit organizations that have entered into an agreement with Mywellbeingindex to host a "Tailored Community" on the Platform may register as members ("Nonprofit Members") on the Platform. For purposes of clarity, references to "members" in these Terms of Use include Nonprofit Members and, except as expressly stated herein, the same restrictions and obligations under these Terms of Use that apply to members also apply to Nonprofit Members.

Each Nonprofit organization will be provided with a unique hyperlink to a member registration page on the Platform (the "Nonprofit Registration Link") that the Nonprofit Member can distribute to their members who are eligible to join the Platform (as described above under "Membership Eligibility").

While Nonprofit Members may promote their own events, initiatives, and services to other members through the means described above, they may not directly solicit donations or volunteer services. For example, Nonprofit Members may, through posting on their profile and through Private Messages to members who follow their profile, promote and notify members of a fundraising event or volunteer initiative, including information regarding ticket prices to attend such an event or the scope of a volunteer initiative. However, it is not permitted to

expressly ask members through use of the Platform to purchase tickets to such an event or to donate money, property, or services to the Nonprofit Member or any other party. In addition, Nonprofit Members may not create posts to advertise or promote their services, events, or initiatives. Nonprofit Members can use Private Messages, polling, and brief surveys to contact members who are members of their Tailored Community; however, they may not Private Message, poll, or survey members who are not members of their Tailored Community.

Governing Law and Venue

These Terms are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales

Member Notices

If you register as a member, you agree that Mywellbeingindex may send notices to you by email at the email address you provide when registering to become a member (or which you later update using the functionality of the Platform).

Miscellaneous Terms

Mywellbeingindex© , KAYA and the KAYA logo are trademarks of Mywellbeingindex. You agree not to display or use these trademarks in any manner without prior, written permission from Mywellbeingindex.

Mywellbeingindex may assign this agreement at any time to a subsidiary or parent company or to a successor to its business as part of a merger or sale of substantially all of its assets. You may not assign or transfer this agreement.

If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions will be unaffected and remain in full force and effect.

For any questions or comments, or to report violations of this Agreement, let us know, or contact us at:

Mywellbeingindex Limited
Bahati
Beaconsfield Road,
Farnham Royal
SL2 3BW
email: hello@Mywellbeingindex.co.uk

Modifications to this Terms of Use Agreement

We reserve the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this Platform. We encourage you to review this Agreement periodically for any updates or changes, which will have an update effective date. Use of the Platform following any such change constitutes your agreement to follow and be bound by this Agreement as amended.