

## **The Anya app from LatchAid Ltd. Terms and Conditions**

*PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE ANYA APP.*

Last updated: 11<sup>th</sup> January 2023

BY DOWNLOADING THE APP, YOU AGREE TO THESE TERMS AND YOU AGREE TO FOLLOW THE RULES SET OUT IN THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT DOWNLOAD THE APP.

PLEASE NOTE THAT THE APP IS DESIGNED AS A PARENTING & LACTATION SUPPORT TOOL. ANY INFORMATION RECEIVED THROUGH THE APP DOES NOT AMOUNT TO MEDICAL ADVICE. ALL MEDICAL CONDITIONS AND CONCERNS SHOULD BE REFERRED TO A MEDICAL PROFESSIONAL.

### **1. WHO WE ARE AND WHAT THIS AGREEMENT DOES**

- 1.1 The App is operated by LatchAid Ltd, a company registered in England and Wales under company number 11485792 (LatchAid, we, us, ours). Our registered office address is Bowood Cottage, Windmill Road, Kemble, Cirencester, Gloucestershire GL7 6AL, UK.
- 1.2 This licence sets out the rules on which we permit you to use:
  - (a) the Anya mobile application (App) and any updates or supplements to it; and
  - (b) the content and other services within the App as further described on the relevant app store page, including the content we provide to you through the App (Services).

### **2. YOUR PRIVACY**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy, and it is important that you read that information. Once you provide consent by agreeing the App's T&Cs, you may change your mind and withdraw consent at any time by contacting us at [team@latchaid.com](mailto:team@latchaid.com) but that will not affect the lawfulness of any processing carried out before you withdraw your consent.

### **3. APP STORE TERMS ALSO APPLY**

The rules and policies of the relevant app store where you are downloading the App from ("App Store") will also apply. If there is a conflict or discrepancy between the two sets of terms, the terms of the App Store will prevail.

### **4. OPERATING SYSTEM REQUIREMENTS**

- 4.1 Android – For use with Android, the App requires a mobile device that runs a minimum of the Android version 5.1
- 4.2 Apple – For use with Apple, the App requires a mobile device that supports iOS version 13.

## **5. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

- 5.1 Support. If you want to learn more about the App or the Service or have any problems using them, please look at our app FAQs at <https://anya.health/news/#FAQs>
- 5.2 Contacting us (including with complaints). If you wish to contact us for any other reason, or if you think the App or the Services are faulty or misdescribed, please email our customer service team at [team@latchaid.com](mailto:team@latchaid.com).
- 5.3 How we will communicate with you. If we must contact you, we will do so by email, using the contact details you have provided to us or the App Store.

## **6. HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

- 6.1 In return for your agreeing to comply with these terms you may download, view, use and display the App and the Services on unlimited devices for your personal purposes only.
- 6.2 If you sell any device on which the App is installed, you must remove the App from it. If you download or stream the App onto a 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 you own the phone or other device, or not.
- 6.3 Our 3D animations provide generic visualisations and those users outside of this should seek specialist advice if appropriate. The information contained may not be suitable for every person or baby.
- 6.4 Anya is not intended for use in an emergency.

## **7. YOU MUST BE AT LEAST 16 TO ACCEPT THESE TERMS AND USE THE APP**

You must be 16 or over to accept these terms and use the App.

## **8. CHANGES TO THESE TERMS**

- 8.1 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 8.2 We reserve the right, at our discretion, to update or revise these terms at any time. We will post such changes in the App and these additional or revised terms will become part of these terms. Your continued use of the App constitutes your acceptance of these terms, including any changes or modifications made by us as permitted above.

## **9. UPDATE TO THE APP AND CHANGES TO THE SERVICE**

- 9.1 From time to time we may automatically update the App and change the Services 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.
- 9.2 If you choose not to install such updates or if you opt out of automatic updates your use of the App and the Services may be affected.

## **10. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the App or any of the Services, you agree to us and/or the App Store collecting and using technical information about the devices you use the App on and related software, hardware, and peripherals to improve our products and to provide any Services to you.

**11. WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

- 11.1 Some of the Services may make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use the App and/or the Services, you consent to us and our affiliates and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.
- 11.2 You may stop us collecting such data at any time by turning off the location services settings.

**12. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

- 12.1 The App or any Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).
- 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.

**13. LICENCE RESTRICTIONS**

- 13.1 You agree that you will:
- 13.1.1 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.
- 13.1.2 Not copy the App or Services, except as part of the normal use of the App.
- 13.1.3 Not translate, merge, adapt, vary, alter, or modify, the whole or any part of the App or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms.
- 13.1.4 Not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
- (a) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it to achieve the Permitted Objective; and
  - (b) is not used to create any software that is substantially similar in its expression to the App.
  - (c) is kept secure; and
  - (d) is used only for the Permitted Objective.
- 13.1.5 Comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

## **14. ACCEPTABLE USE RESTRICTIONS**

### **14.1 You must:**

- 14.1.1 Not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service, or any operating system;
- 14.1.2 Not use the App or the Services for the purpose of harming or attempting to harm anyone in any way;
- 14.1.3 Not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms).
- 14.1.4 Not transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the App or any Service.
- 14.1.5 Not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 14.1.6 Not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any of the Services.

## **15. INTERACTIVE SERVICES**

- 15.1.1 Many of the Services are interactive allowing you to chat with lactation consultants, latching professionals, participate in interactive webinars and use peer-to-peer support groups.
- 15.1.2 We do not moderate such interactive services, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by another user of the service in contravention of our Content Standards.

## **16. CONTENT STANDARDS**

- 16.1.1 These Content Standards apply to all material which you upload on and via the App, and to any of our interactive Services associated with it.
- 16.1.2 The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to all content submitted to our platform.
- 16.1.3 LatchAid will determine, in its discretion, whether any content breaches the Content Standards.
- 16.1.4 All content must:
  - (a) be accurate (where it states facts);
  - (b) be genuinely held (where it states opinions); and
  - (c) comply with the law applicable in England and Wales.
- 16.1.5 All content must not:
  - (a) be defamatory of any person;
  - (b) be obscene, offensive, hateful, or inflammatory;
  - (c) promote sexually explicit material;
  - (d) promote violence;
  - (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - (f) infringe any copyright, database right or trade mark of any other person;

- (g) be likely to deceive any person;
- (h) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be in contempt of court;
- (k) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety;
- (l) be likely to harass, upset, embarrass, alarm, or annoy any other person;
- (m) impersonate any person, or misrepresent your identity or affiliation with any person;
- (n) give the impression that it emanates from us if this is not the case;
- (o) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- (p) contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism; or
- (q) contain any commercial advertising or promotion of any services or web links to other sites.

## **17. HOUSE RULES FOR VIRTUAL SUPPORT GROUPS**

This is a breastfeeding/chestfeeding, pregnancy and parenting support app, and so we are focused on helping families establish breastfeeding and become confident parents, and on supporting them to overcome any obstacles along the way so that they can achieve their personal breastfeeding, lactation, and parenting goals.

- 17.1 We are pro-breastfeeding, and we view breastfeeding/chestfeeding as the biologically normal way to feed infants, from which all other methods should be measured. We will therefore discuss the risks of artificial feeding as deviating from the biological norm, where these are relevant; this is not derogatory or judgemental, it merely acknowledges that breastfeeding/chestfeeding is the norm to which we compare. If you would like more information on the risks of artificial feeding, you will find evidence-based answers to questions in the virtual support feature and FAQ section of the app.
- 17.2 We support all families, and you are welcomed here regardless of whether you give one breast/chestfeed a day or exclusively feed or pump. If you decide to introduce artificial feeds, we are happy to support you to maintain breastfeeding/chestfeeding alongside this. We will support you to increase supply, increase or reduce feeds and resolve ailments. While we will respect medical advice which you may have received about supplementing a breastfed/chestfed baby, we will not support such advice to come from within the app or the groups.
- 17.3 Although we are breastfeeding/chestfeeding focused, we operate within current NHS guidelines and with a gentle parenting ethos. With this in mind:
  - 17.3.1 Early introduction of food (before 26 weeks) is not recommended by the NHS, WHO or UNICEF Baby Friendly Initiative. It poses a threat to breastfeeding/chestfeeding by

interrupting a baby's demand for milk and therefore poses supply issues. This includes introducing solids early to babies with reflux.

- 17.3.2 Feeding responsively includes feeding through the night when the baby requires this. Prescriptive sleep training methods are therefore not generally conducive to a successful breastfeeding/chestfeeding relationship and can affect breastfeeding duration. They also do not support the gentle ethos of the group.
- 17.3.3 Any support or recommendation of A or B clearly contradicts the ethos of this group and such posts and/or comments will be deleted by admin.
- 17.4 Please keep all posts breastfeeding/chestfeeding and parenting focused. This may be a call for help, support or advice, a milestone or achievement, a woe, worry or relaying an experience. It is necessary to keep the group focused on breastfeeding/chestfeeding-related topics so that urgent calls for help are not missed. Certain topics are clearly related, relevant, and welcomed, including, but not limited to, mental health, infant feeding, and child health, weaning, teething, etc. We request that you do not add off topic posts or questions in groups that have a specific focus. Such posts can clog up the wall and will be removed by admin. Posts may be closed or deleted at moderator discretion.
- 17.5 With the above in mind, here follows a few simple guidelines to keep the groups running smoothly:
  - 17.5.1 Discussion is expected. Users will respect that the majority of what is said here by other users is opinion or personal experience and we may all hold differing views. There are to be no personal attacks, including swearing, directed at any user of this app. This will be dealt with as admin feel appropriate.
  - 17.5.2 No advertising or selling by users. This includes links to your business web page, social media pages, channels, groups or profiles, or blogs.
  - 17.5.3 No competition vote posts.
  - 17.5.4 Do not share personal information in groups. Any person sharing personal information accepts that this is done at their own risk.
- 17.6 This is a "closed" group, and any content you post will not be seen by any person who is not an app user. Admin can only go so far as to ensure that the users we add are genuine people. Be aware that you are responsible for the content you add and neither the providers of the app nor admin can be held responsible for any misuse of this content by other users. We will, however, remove any user found to be misusing content.
- 17.7 You can use the "report" function to call admin or specialist attention to a particular post.
- 17.8 Users may, for example, comment that a health professional has said their baby is underweight/not gaining enough and "needs more milk/formula". Although this is (most) often not the case, it is important that we do not denigrate the health care professional or give blanket statements without gaining more information. Please highlight posts for admin/specialist review.
- 17.9 Do not post text from other apps, support groups, books, etc. We respect the privacy and intellectual property of others and do not allow their words to be shared here for discussion. Anyone doing so will have their post deleted and a warning issued. We do not want to create issues with other groups or apps.

- 17.10 Please do not argue with a member of the admin team; they are here to facilitate the groups and help things run smoothly. If you have an issue, please contact admin to discuss.
- 17.11 If you have an issue with a post or person in the group, please report to admin.
- 17.12 Admins are here to help, and we are constantly reviewing the advice and support offered to our users. Please do not attempt to contact other users privately to offer private advice. In some cases, this can cause problems or mean that a user is receiving conflicting information. Also, if you have a valuable experience to share or a comment to make, then it may well benefit others who are reading the posts but do not feel confident to post their own questions.
- 17.13 Use of anecdotal advice will be challenged by admin; we acknowledge that everyone has a story and wants to help but we aim to stick to evidence-based information, backed by research. This may include things you were told by a health professional which may not be backed up by facts or research. This is by no means a personal attack on you or your parenting. If you'd like more information, you can always use other features of the app, such as the virtual support assistant, FAQ section and webinars to gain evidence-based information on particular topics.
- 17.14 Please do not post asking for medical advice. We cannot fulfil that role. See a doctor if you are worried.
- 17.15 Please do not share or recommend sources for outside of Anya within groups. This includes links to articles, websites or recommendations of social media groups, pages etc. We are an evidence-based app and cannot verify the support being offered elsewhere, nor can we ensure the platform being signposted is WHO code compliant and does not contain algorithm-based advertisement. Where outside sources are relevant you will find them embedded into Anya features such as the Anya AI virtual supporter and FAQ sections. On occasion, qualified specialists may also signpost to outside sources within their own discretion.
- 17.16 Please do not attempt to contact, or find personal information of, other app users. If you have concerns about the welfare or safety of another user, please report to admin so that we may deal with your concern in an appropriate manner. Contacting an individual or authorities on their behalf, even when done with the best intentions, can cause more issues for some individuals. Please be assured that Anya takes the safety of its users seriously and will act accordingly to any information that is brought to our attention.

## **18. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these terms.

## **19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 19.1 Limitations to the App and the Services. The App and the Services are provided for general information and support purposes only. They do not offer advice on which you should rely, if have any concerns of a medical nature. Although we make reasonable



efforts to update the information provided by the App and the Services (other than user-generated content), we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete, or up to date.

- 19.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking 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.
- 19.3 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.
- 19.4 When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 19.5 Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the App Store) meet your requirements.
- 19.6 We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services 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. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received (if applicable).

## **20. WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS**

- 20.1 We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.
- 20.2 If we end your rights to use the App and Services:
  - 20.2.1 You must stop all activities authorised by these terms, including your use of the App and any Services;
  - 20.2.2 You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and
  - 20.2.3 We may remotely access your devices and remove the App from them and cease providing you with access to the Services.



**21. RESPONSE TIMES**

- 21.1 Anya deems to respond any inquires, bugs or defects within a month of receiving a report. Unless such report is related to a data or security breach.
- 21.2 Response times related to data and security breaches will be handled in accordance with ICO guidelines.
- 21.3 Anya is committed to support the users of Anya app to have the best experience possible, to address reported issues and bugs in line with their urgency and product development roadmap.

**22. GENERAL**

- 22.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this licence.
- 22.2 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 22.3 This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.
- 22.4 If a court finds part of this licence illegal, the rest will continue in force.
- 22.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 22.6 Even if we delay in enforcing this licence, we can still enforce it later.
- 22.7 Even if we delay in enforcing this licence, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the terms of this licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 22.8 These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

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