



Terms & Conditions SOP

v3 Approved on 2025-11-24

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Terms & Conditions

1. Introduction

- These terms and conditions shall govern the use of our website and applications.
- In order to use our Applications, you must accept the Terms and Conditions. If you do not, you will not be able to access and use the applications
- We reserve the right to make alterations to these terms and conditions. Any updates or changes will be notified to you, the users, via our system. To continue to use our service, you will be asked to accept the updated Terms and Conditions. If you do, those updated Terms and Conditions will take immediate affect. If you do not, you will no-longer be able to use our services.

2. Disclosure information

We are registered in England and Wales under registration number 07881370 and our registered office is; my mhealth Limited, 41 Lothbury, London, EC2R 7HF

You can contact us at support@mymhealth.com or 01202 299583.



3. Copyright notice

- We, my mhealth, own and control all copyright and intellectual property rights in our systems, including all material shown within our website
- Unless you own or control the relevant rights to the material within our website, you must not, without prior agreement from us:
 - Publish any material from our website
 - Exploit material from our website for any other reason than its intended purpose
 - Edit or modify any content, other than what is required, within our website
- Access to our system may enable your device to download or copy materials from within our system. By accepting these terms and conditions you agree not to use these, or any other downloaded or accessed material from our system, for any other use, than for your own personal use and not to use it, in any form of commercial capacity.

4. Wrongful use of our website

By agreeing to these terms and conditions you agree not to:

- Take any action that causes, or may cause, damage to the performance, availability or security of our website
- Take any action deemed as unlawful, illegal or fraudulent (we reserve the right to make judgement of this)
- Perform any testing of our website's vulnerability without our prior permission
- Use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, or other malicious computer software .

5. Registration of user account

- To be eligible to register for an account you must be over the age of 12 for the asthma module and 18 or over for other modules within the my mhealth platform
- To create a my mhealth account, you will receive an invitation email from your clinical team. Contained within this email will be an activation link. By clicking on this link you will be taken through the activation journey where you can input your personal password, accept the terms and conditions and privacy policy and enter your specific application(s)
- The account will be yours until it is no longer required. You agree to not allow any other person other than my mhealth and your healthcare team access to your account, without your prior permission
- You must notify us immediately if you become aware of any unauthorised use of your account .

6. User Log in Details

- Creating an account to access your application(s) will require you to choose a suitable password. This must meet the my mhealth security password requirements
- You must keep your password confidential to ensure the security and integrity of your information
- If you do not keep your password confidential you may be held liable for any losses arising from the disclosure, and we hold no responsibility or liability following damages caused by the alteration or access to your information
- We reserve the right to request you to change your password at any point
- For additional security, you will be required to set up a security method on your account or use the NHS Login



- Setting up a security method means you can be sent an additional authentication code to enter when prompted by the application. This additional check will be sent to a device identified by you and aims to check you are the registered owner of the account
- To use the NHS Login, you must follow the in-app instructions. By doing this, you will cease to use your my mhealth specific login credentials and use those associated with your NHS app account. The benefits of doing this are that you have been verified as the person you say you are and you login credentials use those of the NHS app.

7. Conduct and rules

You agree that the information added, either written or by attachment/upload through our service shall not;

- Be untrue, false, inaccurate or misleading
- Contain racial or religious hatred
- Be offensive or cause annoyance or needless anxiety for any other person(s)

8. Termination or suspension of your account

- We reserve the right, to suspend, cancel or edit your account at any time without notice to you, upon discovery of wrongful use of our services
- You may cancel your account by contacting us directly via support@mymhealth.com
- If you are unhappy with our service, you can contact us directly to discuss the issues via support@mymhealth.com
- You agree that if we have taken steps to execute section 8, for any reason outlined that you will not take steps to gain access to our service via additional account creation .

9. Our rights to your information

- For the purpose of these terms and conditions 'your information' means any information that you and/or your healthcare professional input into our systems and any additional services that you have freely agreed to. This could be campaign or video content where you have taken part
- You have agreed for us to use, reproduce, store and publish additional content that you have participated in, through my mhealth, on our website
NB: - Examples might include the publication of case reports, testimonials or video content
- You may edit your information to the extent permitted using the editing functionality made available within your account
- Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content
- You grant to us the right to bring an action for infringement of the rights licensed under Section 7b
- You agree that your information will be processed in line with our privacy policy. This can be viewed at www.mymhealth.com/privacy. Our privacy policy has been created in line with guidance provided under GDPR.

10. Warranties & Limitation of Liability

- We do not represent our systems to be warrant free



- We aim to ensure that information published on this system to be accurate and up to date with current knowledge but, this cannot always be done with immediate effect therefore, you understand that our service should not be used in place of professional advice, or consultations with your healthcare professional(s)
- We do not give warranty, condition, guarantee or representation, whether expressed or implied, relating to information contained in our system or any other system to which it may be linked
- You acknowledge that my mhealth, including its employees, holds no responsibility for any claims, losses, damages, whether direct or indirect, arising from misuse of and/or inappropriate reliance on the best practice content, contained within our system, to assist with self-management
- You acknowledge that we shall not be held liable, regardless of the form of action, whether in contract, in tort (including negligence) and for breach of statutory duty, or otherwise whatsoever, for any loss of profit, business, contracts or revenues, or any special, indirect or consequential damage whatsoever, arising out of the use of our system
- We hold no responsibility to any third-party links you access, as these are not under our control and therefore, not responsible for their content
- We will not be liable to you in respect of any losses arising out of an event or events beyond our reasonable control.

11. Law

These terms and conditions shall be governed and interpreted in accordance with English law and be subject to the exclusive jurisdiction of the English courts.

12. Entire Agreement

These terms and conditions, together with our privacy policy and service contracts shall constitute the entire agreement between you and us in relation to your use of our website and service(s) and shall supersede any previous terms and conditions that have been agreed to.

Review & Approval

Activity	Date	Name (Role)
Created (v3)	2025-11-21 15:22:08	Nadine Milligan
Review approved	2025-11-21 15:48:53	Carre King (Compliance)
Review approved	2025-11-21 16:05:35	Nadine Milligan (DPO)
Review approved	2025-11-21 17:05:05	Thomas van Lindholm (Chief Technology Officer)
Review approved	2025-11-24 10:47:40	David Pettigrew (Chief Executive Officer)
Review approved	2025-11-24 12:54:38	Josh Walker (Operations Team)



Description of Changes:

The only changes are to:

Change from MFA to security method as that's what we call it in app now

Address change as required by change of registered business address

OPS TEAM: Annual review by Compliance- no training, supporting document

Approved Review by Carre King as Compliance:

No comment provided.

Approved Review by Nadine Milligan as DPO:

No comment provided.

**Approved Review by Thomas van Lindholm as Chief
Technology Officer:**

No comment provided.

**Approved Review by David Pettigrew as Chief Executive
Officer:**

No comment provided.

Approved Review by Josh Walker as Operations Team:

No comment provided.