

**TERMS OF USE: PLEASE READ THESE TERMS CAREFULLY**

**Welcome to MyHelpa’s End User Licence Agreement (EULA)**

This is your End User Licence Agreement for MyHelpa. Please read these terms carefully before using MyHelpa and you may want to retain a copy for your records.

1. **If you would like these terms of use in another format (for example: audio, large print, braille), please contact us using the contact details set out below.**
2. **We are MYHELPA LIMITED, a company incorporated and registered in England and Wales with company number 12003767 and whose registered office is at 7 Bell Yard, London, UK WC27 2JR (“MyHelpa” “we” “us” “our”).**
3. **If you have any questions about the MyHelpa Platform, please contact us by:**
	1. **sending an email to** hello@myhelpa.com**,** **or**
	2. **filling out and submitting the online form available here**<https://www.myhelpa.com/contact>**.**
4. **You have been authorised to use the MyHelpa mobile application and website at https://www.myhelpa.com (“Platform”) to schedule and manage the administration of authorised, contracted, and regulated care visits and routine appointments with the registered and regulated home care provider named on your MyHelpa account (“Care Provider”).**
5. **You are an individual user of the Platform who is either in receipt of regulated home care or has been legally authorised by the Care Provider to schedule and/or manage and/or view the administration of authorised, contracted and regulated care visits and routine appointments with the Care Provider on behalf of someone in receipt of regulated home care (“you” “your”).**
6. **At all times the Care Provider remains responsible for the provision of any care.**
7. **At all times you acknowledge and agree that the Platform is purely a software platform to be integrated into the business of the Care Provider.**
8. **At no time shall MyHelpa be responsible or liable to you in respect of any provision of care.**
9. **To the maximum extent permitted in law at no time shall MyHelpa be responsible or liable to you in respect of your use of the Platform.**
10. **Your use of the Platform does not replace or supersede any responsibility or liability of the Care Provider.**
11. **At no time shall there be a contract for services between you and MyHelpa.**
12. **At all times the only contract is between MyHelpa and the Care Provider. These terms govern your use of the Platform but do not establish any contractual relationship between you and MyHelpa in respect of the provision of care or otherwise.**
13. **You agree to these terms of use by using the Platform and/or registering for an account. If you do not agree to these terms of use do not use the Platform.**

**USE OF THE PLATFORM**

1. **The Platform is for your personal and non-commercial use only.**
2. **You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Platform.**
3. **We make no promise that the Platform is appropriate or available for use in locations outside of the UK. If you choose to access the Platform from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.**
4. **We try to make the Platform as accessible as possible. If you have any difficulties using the Platform, please contact us using the contact details at the top of this page.**
5. **As a condition of your use of the Platform, you agree not to:**
	1. **misuse or attack our Platform by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or**
	2. **attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform.**
6. **We may prevent or suspend your access to the Platform if you do not comply with these Terms or any applicable law.**

**ACCOUNT**

1. **Use of the Platform may require registration, particularly in order to access restricted areas of the Platform.** **The Platform will guide you through the process of setting up a MyHelpa account which will be linked to your relevant Care Provider (“Account”).**
2. **We are not obliged to permit anyone to register with the Platform and we may refuse, terminate, or suspend registration to anyone at any time.**
3. **You are responsible for making sure that your password and any other account details are kept secure and confidential.**
4. **If we have reason to believe there is likely to be a breach of security or misuse of the Platform through your Account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your Account.**
5. **If you provide incorrect or incomplete information, please contact MyHelpa as soon as possible.**
6. **Your Account will be added to the Care Provider’s account and added onto their subscription. There is no fee payable for your use of the Account or the Platform. Any use of the Account is charged to the Care Provider under the terms of their relevant subscription.**
7. **You must be over 18 years old to use the Platform.**
8. **You confirm that you have read these terms of use, understand these terms of use and are able to provide your consent in respect of the same. If you are unsure, you should not use the Platform.**
9. **At any time, we can suspend your Account for any reason in our discretion.**

**YOUR DATA**

1. **Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our** [Privacy Policy](https://www.myhelpa.com/privacy-policy/)**.**
2. **While we try to make sure that the Platform is secure, we do not actively monitor or check whether information supplied to us through the Platform is confidential, commercially sensitive or valuable.**
3. **MyHelpa shall comply with its** [Privacy Policy](https://www.myhelpa.com/privacy-policy/) **relating to the privacy and security of data on the Platform.**
4. **You shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of any data you put into the Platform.**
5. **By setting up an Account you understand and agree:**
	1. **Your Care Provider will have access to all data uploaded into your Account; and**
	2. **Your Care Provider may share access to your data with (or disclose such data to) any persons or bodies for whom they are legally permitted to do so which may include without limitation your General Practitioner, Social Services, any funding provider, Quality Care Commission.**
6. **The Care Provider may decide to delete your Account in which case you will not have access to your Account and any data may be lost.**
7. **The Care Provider may decide to mark your Account as inactive in which case you will not be able to use the Platform. If this has occurred in error, you should contact your Care Provider.**
8. **MyHelpa shall be permitted to use any data collected via your Account in an anonymised format for analysis or for any ongoing or future development of the Platform. MyHelpa shall be permitted to use this data as it reasonably determines and in its utter discretion save for it shall not disclose any confidential or sensitive information in a manner which will knowingly identify you.**
9. **You hereby consent to MyHelpa using any data inputted by you in such way as in its utter discretion MyHelpa deems fit in respect of the delivery of the Platform.**
10. **You understand and agree that the use of your data by the Care Provider or any person authorised by them shall at all times remain the responsibility and liability of the Care Provider.**
11. **Your sole and exclusive remedy against MyHelpa in respect of any data inputted by you shall be for MyHelpa to use reasonable commercial endeavours to try to restore any lost or damaged data from the latest back-up maintained by MyHelpa.**
12. **MyHelpa shall not be responsible for any loss, destruction, alteration, or disclosure of data inputted by you caused by any third party.**

**LICENCE**

1. **Subject to these terms of use MyHelpa hereby grants you a non-exclusive, non-transferable right (without the right to grant sublicences) to use the Platform whilst the Care Provider has a subscription with MyHelpa.**
2. **We are giving you personally the right to use the Platform as set out above. You may not otherwise transfer the Platform to someone else, whether for money, for anything else or for free. If you sell any device on which the Platform is installed, you must remove the Platform from it.**

**CHANGES TO THESE TERMS**

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 for the purposes of your using the Platform.**

**UPDATES**

1. **From time to time we may automatically update the Platform to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the Platform for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Platform.**

**IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

1. **If you download or stream the Platform onto any 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 or not you own the device.**

**WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

1. **By using the Platform, you agree to us collecting and using technical information about the devices you use the Platform on and related software, hardware and peripherals to improve our Platform.**

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

1. **Certain parts of the Platform 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 on the device. If you use any part of the Platform with location 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 products and services. You may stop us collecting such data at any time by turning off the location services settings.**

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

1. **The Platform 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). 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.**

**LICENCE RESTRICTIONS**

1. **You agree that you will:**
	1. **except in the course of permitted sharing with the Care Provider or persons legally authorised by them not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform in any form, in whole or in part to any person without prior written consent from us;**
	2. **not copy the Platform, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;**
	3. **not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform nor permit the Platform or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform on devices as permitted in these terms;**
	4. **not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform 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 Platform or with another program (Permitted Objective), and provided that the information obtained by you during such activities:**
		1. **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 in order to achieve the Permitted Objective; and**
		2. **is not used to create any software that is substantially similar in its expression to the Platform;**
		3. **is kept secure; and**
		4. **is used only for the Permitted Objective;**
	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.**

**ACCEPTABLE USE RESTRICTIONS**

1. **You must:**
	1. **not use the Platform 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 Platform or any operating system;**
	2. **not infringe our intellectual property rights or those of any third party in relation to your use of the Platform, including by the submission of any material (to the extent that such use is not licensed by these terms);**
	3. **not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform;**
	4. **not use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and**
	5. **not collect or harvest any information or data from any Platform or our systems or attempt to decipher any transmissions to or from the servers running any Service.**

**INTELLECTUAL PROPERTY RIGHTS**

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

**THE PLATFORM**

1. **The Platform, all Services and software is provided on an ‘as is’ and on an ‘as available’ basis.**
2. **MyHelpa may alter, suspend or discontinue the Platform (or any part of it) at any time and without notice. MyHelpa will not be liable to you in any way if the Platform (or any part of it) is unavailable at any time and for any period.**
3. **Minor changes may, from time to time, be made to the Platform and Services, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of any subscription and should not normally affect your use of the Platform and Services.**
4. **In some cases, as described in the relevant content descriptions, MyHelpa may also make more significant changes to Platform. If it does so, it will inform the Care Provider at least 14 days before the changes are due to take effect.**
5. **MyHelpa does not warrant that:**
	1. **any use of the Platform or software of MyHelpa will be uninterrupted or error-free; or**
	2. **that the Platform and/or the information obtained through the Platform will meet your requirements; or**
	3. **that the Platform will be free from any vulnerabilities; or**
	4. **the Platform will comply with any heightened cybersecurity requirements; or**
	5. **the software and/or Platform and/or Services will be compatible with any specific device.**
6. **MyHelpa is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including without limitation the internet, and you acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.**
7. **You acknowledge and agree that MyHelpa and/or its licensors own all intellectual property rights in the Platform.**
8. **Except as expressly stated herein, these terms do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Platform or the software.**
9. **You understand and agree that the Platform does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Platform. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.**
10. **We recommend that you back up any content and data used in connection with the Platform to protect yourself in case of problems with the Platform.**
11. **The Platform has not been developed to meet your individual requirements. Please check that the facilities and functions of the Platform meet your requirements.**

**ACCEPTABLE USE POLICY**

1. **You shall not access, store, distribute or transmit anything or device (including without limitation any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including without limitation the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, or any material during the course of your use of the Platform or otherwise that:**
	1. **is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;**
	2. **facilitates illegal activity;**
	3. **depicts sexually explicit images;**
	4. **promotes unlawful violence;**
	5. **is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or**
	6. **is otherwise illegal or causes damage or injury to any person or property.**
2. **MyHelpa reserves the right, without liability or prejudice to its other rights to you to disable your access to any material that breaches these terms of use.**
3. **You shall not:**
	1. **except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:**
		1. **attempt to clone, benchmark, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform (as applicable) in any form or media or by any means; or**
		2. **attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or**
		3. **access all or any part of the software on the Platform and/or Platform in order to build a product or service which competes with the Platform; or**
		4. **use the Platform to provide services to third parties other than contemplated under these terms and conditions; or**
		5. **license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available to any third party; or**
		6. **attempt to obtain, or assist third parties in obtaining, access to the Platform including without limitation any unauthorised third parties attempting to undertake unauthorised maintenance and/or support; or**
		7. **introduce or permit the introduction of, any virus or vulnerability into the MyHelpa’s network, information systems and/or Platform.**

**LIABILITY**

1. **Except as expressly and specifically provided in these terms of use and to the maximum extent permitted by law:**
	1. **The Care Provider assumes sole responsibility for any and all results obtained from your use of the Platform and for conclusions drawn from such use or any action taken as a result. This shall include without limitation the provision of any care to a you and/or booking of any appointment and/or any correspondence;**
	2. **MyHelpa shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MyHelpa by the Care Provider or you in connection with the Platform, or any actions (or inaction) taken by MyHelpa; and**
	3. **MyHelpa shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MyHelpa by you or the Care Provider in connection with the Platform, or any actions (or inaction) taken by MyHelpa****.**
2. **You acknowledge and agree that to the maximum extent permitted by law all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded in respect of your use of the Platform agreement.**
3. **You acknowledge and understand the Platform is provided on an ‘as is’ basis.**
4. **Nothing in these terms and conditions excludes the liability of MyHelpa:**
	1. **for death or personal injury caused by MyHelpa’s negligence; or**
	2. **for fraud or fraudulent misrepresentation; or**
	3. **for any other liability which cannot be legally excluded.**
5. **To the maximum extent permitted by law MyHelpa shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.**
6. **Notwithstanding these terms and conditions and to the maximum extent permitted by law MyHelpa’s total aggregate liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance under these terms of use shall be limited to £100.**

**EVENTS OUTSIDE OF OUR CONTROL**

1. **If our provision of the Platform 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.**

**TERMINATION**

1. **We may end your rights to use the Platform at any time.**
2. **If we decide to end your rights to use the Platform because you have broken these terms, if what you have done can be put right, we will give you a reasonable opportunity to do so.**
3. **If we end your rights to use the Platform:**
	1. **You must stop all activities authorised by these terms, including your use of the Platform.**
	2. **You must delete or remove the Platform from all devices in your possession and immediately destroy all copies which you have and confirm to us that you have done this.**
	3. **We may remotely access your devices and remove the Platform from them and cease providing you with access to the Platform.**

**WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

1. **We may transfer our rights and obligations under these terms to another organization without consent.**

**YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

1. **You may only transfer your rights or your obligations under these terms to another person if we agree in writing.**

**NO RIGHTS FOR THIRD PARTIES**

1. **These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.**

**IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

1. **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.**

**EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

1. **Even if we delay in enforcing this contract, 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 this contract, 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.**

**ENTIRE AGREEMENT**

1. **These terms of use constitute the entire agreement between you and MyHelpa in respect of your use of the Platform and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.**
2. **You acknowledge that by using the Platform you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these terms of use.**
3. **You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms of use.**
4. **Nothing in these terms of use shall limit or exclude any liability for fraud.**

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

1. **These terms are governed by English law and you can only bring legal proceedings in respect of the Platform in the English courts.**