

Matresa User Terms

OUR PLATFORM AND SERVICES CONTAIN GENERAL MEDICAL INFORMATION. THE INFORMATION IS NOT MEDICAL ADVICE, AND SHOULD NOT BE TREATED AS SUCH. ALL INFORMATION CONTAINED ON OUR PLATFORM IS INTENDED FOR YOUR GENERAL INFORMATION AND EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE, AND SHOULD NOT BE USED AS, A SUBSTITUTE FOR ADVICE PROVIDED BY A DOCTOR, MIDWIFE, OBSTETRICIAN OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL.

PLEASE ENSURE YOU READ, UNDERSTAND AND ACCEPT OUR FULL DISCLAIMERS SET OUT IN SECTION 5 BELOW BEFORE USING THE PLATFORM OR OUR SERVICES.

These User Terms are important so please read them carefully. They apply to your use of the Matresa mobile application and any related website or administration platform (together, the “Platform”) and form the basis of the contract between us and you.

You should only use the Platform if you agree with these User Terms. When you accept these User Terms, you will be legally bound by them.

PART 1 – GENERAL

1. Who we are, what we do, and contacting us

1.1 We are Matresa Limited, company number 16378985, with registered address Nelson House, 2 Hamilton Terrace, Leamington Spa, CV32 4LY, United Kingdom (“Matresa”, “we”, “us” and “our” in these User Terms).

1.2 Matresa provides a wellbeing, self-monitoring and information platform for women from pregnancy through the first two years of motherhood. Through your account, you can access the following (collectively, the “Services”):

1. structured wellbeing check-ins and questionnaires;
2. a personal diary for notes relating to your health, wellbeing and clinical appointments;
3. a moderated peer support community;
4. educational content, including content surfaced by “Florrie”, our AI-based assistant;
5. optional wearable data integration;
6. an optional appointment recording feature (“Second Ear”);
7. a To Do list and baby milestone tracking; and
8. return-to-work support, if your employer provides Matresa.

1.3 If you have any questions about these User Terms or our Services, please contact us at support@matresa.co.uk.

1.4 These User Terms should be read together with our Privacy Notice, Cookie Policy, Acceptable Use Policy, Accessibility Statement and AI Transparency Policy (together, the “Policies”), available at www.matresa-app.com/legal. The Policies form part of our agreement with you. If there is any conflict between these User Terms and a Policy, these User Terms will prevail.

2. Changes to these Terms

2.1 We may change these User Terms from time to time. We will notify you of any significant changes through the Platform or by email. Changes will become effective from the next time you access your account.

3. User accounts and eligibility

3.1 You must register an account to use the Services. Matresa is intended for use by women aged 18 and over who are pregnant or within two years of giving birth. You must be at least 18 years old to register an account. We restrict downloads to adults through the app store age rating, and we ask you to confirm your age when you register.

3.2 You agree to keep your account information accurate, complete and current, and to keep your login details secure and confidential. You are responsible for all activity on your account. Please keep your PIN secret and use your device's own lock. If your device is lost or stolen, or you think someone else has accessed your account, contact us at support@matresa.co.uk straight away.

3.3 By registering an account, you confirm that you meet the eligibility requirements in clause 3.1. If we reasonably believe you do not meet these requirements, we may suspend or terminate your account in accordance with clause 10.

3.4 If you use Matresa through your employer, your employer decides which of its employees it offers Matresa to, and gives us your name and work email address so that we can invite you. Your employer is separate from us and is not a party to these User Terms, and you must still accept them. [Your employer cannot see the health information, notes or recordings that you enter in the app. Confirm the exact scope of employer visibility with the technical team.]

4. Your rights and restrictions

4.1 The Platform is provided to you solely for your own personal, non-commercial use. Whenever you use a feature that allows you to upload content or contact other users (including our community feature), you must comply with our Acceptable Use Policy.

4.2 When using the Platform, you agree not to:

- (a) attempt to undermine the security or integrity of the Platform or our computing systems and networks;
- (b) use, or misuse, the Services in any way which may damage, disable, overburden, impair or compromise the Platform or interfere with any other user;
- (c) attempt to gain unauthorised access to any materials or systems other than those you have been given express permission to access;
- (d) transmit or input any files, data or content that may damage another person's device or software, that is offensive, defamatory or otherwise objectionable, or that violates any law or third-party rights;
- (e) impersonate any other person while using the Platform;
- (f) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any part of the Platform, except as strictly necessary for normal use and as permitted by law;

- (g) collect or harvest any information or data from the Platform or our systems; or
- (h) use the Platform for any unlawful purpose or in any manner inconsistent with these User Terms, or act fraudulently or maliciously, including by introducing viruses or malicious code.

4.3 Your diary, notes, community posts and questions to Florrie are free text. Please do not include personal information, especially health information, about other people (such as your partner, family members, friends or healthcare professionals) unless they have agreed. You may include information about your own baby.

5. Disclaimers

5.1 Matresa does not provide a healthcare service, give specific medical advice, or make medical diagnoses.

5.2 The Platform and Services contain general medical information. This information is not medical advice and should not be treated as such. All information contained on the Platform is provided for general information and education purposes only and is not intended to be, and should not be used as, a substitute for advice provided by a doctor, midwife, obstetrician or other qualified healthcare professional.

5.3 Matresa does not diagnose, treat, cure or prevent any disease or medical condition, and does not provide automated clinical decision-making. Matresa is registered with the MHRA as a Class I medical device. Its purpose is wellbeing self-monitoring, information and signposting, not diagnosis or treatment.

5.4 Matresa does not provide emergency medical services. If you believe you are experiencing a medical emergency, call 999 or attend your nearest emergency department immediately.

5.5 If you have any specific questions or concerns about a medical matter, you should consult your GP, midwife, obstetrician or other qualified healthcare professional. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment as a result of information provided through the Platform.

5.6 You are solely responsible for any actions or decisions you take, or decide not to take, after using the Platform, including our community feature.

5.7 Where your responses to a wellbeing check-in or questionnaire indicate you have reported certain pre-defined symptoms or concerns (or enter a blood pressure reading in a pre-set range), Matresa will display a static reminder for you to discuss this with your clinical team, or to seek emergency care where appropriate. This reminder does not constitute a diagnosis, triage, or clinical assessment of your symptoms, and does not involve any calculated score or risk level, and does not tell you how urgent a matter is. The absence of such a reminder does not mean that a medical condition has been ruled out.

5.8 You may choose to compile your questionnaire responses into a document to share with your clinical team, such as your GP or midwife. This is entirely at your discretion. Your GP and midwife are not users of the Matresa platform and have no obligation to review, act on, or respond to any information you share with them. Sharing information from Matresa is treated no differently to any other patient-provided information, such as a symptom diary you might otherwise bring to an appointment. Matresa is not integrated into standard NHS care pathways and does not form part of your patient record. If you choose to email your 6–8 Week Check to

your GP, we create a PDF of your responses and a link to it, and your email app opens a message addressed to your GP surgery (including your name, date of birth and the link) for you to send from your own email account. We do not send it to your GP ourselves. Please check the address before you send it. The link stops working after 7 days.

5.9 Other than as set out in these User Terms, the Platform is provided on an “as is” and “as available” basis. Nothing in this disclaimer will limit or exclude our liability for death or personal injury resulting from our negligence, or exclude or limit any other liability that may not be excluded or limited under applicable law.

5.10 If you choose to connect a wearable or third-party device (such as an Apple Watch, Garmin device or Oura Ring) via Apple Health or Android Health Connect, the data shown in the Platform (for example heart rate, sleep or step data) is generated by your device and its manufacturer, not by Matresa. We do not verify the accuracy of this data and do not interpret it for clinical purposes. It is provided for general wellbeing tracking only and is not a substitute for medical-grade monitoring or clinical assessment.

5.11 If you use Second Ear to record a medical appointment, the healthcare professional is shown a consent screen before recording starts, and recording cannot start until they accept it. We log their consent, and if they withdraw it we delete the recording and transcript. You remain responsible for making sure that anyone else present knows about the recording, and for following any consent rules that apply by law or under the policies of the healthcare professional’s organisation. Second Ear produces a transcript and may identify practical follow-up actions (for example, booking a follow-up appointment); it does not generate, and should not be relied on for, any clinical summary, interpretation or advice about your consultation. The recording is transcribed by a third-party provider and the transcript is processed by an AI service to pick out follow-up tasks (see our Privacy Notice). Recordings and transcripts are for your own personal use only. You must not publish them, other than by using the sharing feature described in clause 5.13.

5.12 The community feature contains content posted by other users, not by Matresa. While posts are checked by automated moderation and anything flagged is held for review by our team, we do not review every post and cannot guarantee that all inaccurate, offensive or harmful content will be identified or removed. We are not responsible for content posted by other users. If you see content that concerns you, please use the in-app reporting tool or contact us at support@matresa.co.uk.

5.13 You can share a Second Ear transcript summary or your Weekly Summary through WhatsApp or another app, using your phone’s share function. This is entirely your decision. The content is not sent through Matresa’s systems, so once you share it we cannot control, withdraw or delete it, and the recipient’s and WhatsApp’s own terms apply. It may contain health information, so please think carefully about who you share it with.

5.14 Please tell us at support@matresa.co.uk if you notice anything that looks wrong or unsafe, such as the app not working properly, missing or incorrect data, a security concern or a safety incident. We will review it and, where the law requires, report it (for example to the MHRA or the Information Commissioner’s Office).

6. Florrie and Content Recommendations

6.1 Florrie, our AI-based assistant, directs you to approved, Matresa-created educational content in response to your questions. Florrie’s responses are restricted to approved content

only and do not include medical advice, diagnosis, or personal medical opinions. Florrie does not search the internet. It is not a medical chatbot, so please do not ask it medical questions, and call 999 or contact your GP or midwife if you need urgent help. Florrie also shows fixed reminders and messages based on your check-ins and questionnaires. Your conversations with Florrie are kept in the app so that you can look back at them.

6.2 Educational content is available to all users. Specific content may also be proactively surfaced to you individually via push notification, based on your engagement with previous content. The “For You” area of the app is personalised using your stage of pregnancy or motherhood, how you use content, and your check-in and symptom entries, and is refreshed weekly. Content about miscarriage, stillbirth or baby loss is only shown if you tell us about a relevant event. This is a non-clinical content-recommendation function and does not involve any scoring, interpretation, or diagnostic output. It does not affect which features you can use.

6.3 Matresa does not guarantee the accuracy or completeness of the information available through the Platform and may update this information at any time.

7. Your data

7.1 Matresa takes its responsibility for your personal data seriously. We are the data controller for the personal data we collect about you, including health data such as your wellbeing check-in responses, diary entries and any wearable data you choose to connect. We also process information about your baby that you record, with your consent as their parent or legal guardian. Apple, Google and, if your employer provides Matresa, your employer are separate controllers of the personal data they handle for their own purposes.

7.2 Our Privacy Notice explains in full: the personal data we collect; the legal bases we rely on, including the specific condition we rely on to process your health data as special category data under Article 9 of the UK GDPR; who we share it with; how long we keep it; and your rights, including to access, correct, delete, restrict or object to our use of your personal data, and to ask for a copy of it in a portable format.

7.3 We will ask for your explicit consent in the app before we process your health data, and we keep a record of your choices (see our Privacy Notice). You may withdraw your consent at any time in Settings or by contacting us at support@matresa.co.uk, though this may affect our ability to provide some or all of the Services to you.

7.4 You can close your account and ask us to delete your personal data at any time by contacting us at support@matresa.co.uk, as explained in our Privacy Notice. Cancelling your subscription through your Apple ID or Google Play account settings stops future payments but does not close your account. When your account closes, we delete or anonymise your personal data in line with our Privacy Notice, except for information we must or are allowed to keep for longer, such as profile details and safety records kept for medical device safety, records of your consents and payments, and encrypted backups (the Privacy Notice sets out the periods). Closing your account does not by itself remove any pseudonymised data you agreed to share for AI development (see clause 7.7). If you do not use your account for 3 years, we treat it as closed.

7.5 Our Cookie Policy explains how we use cookies and similar technologies on our website.

7.6 Some choices are separate from these User Terms. They are optional, you can use every feature of Matresa without agreeing to them, and you can change them at any time in Settings:

- (a) contributing pseudonymised data to develop, train and test AI models that support maternal health, with your separate explicit consent;
- (b) being contacted about future ethically approved research, with your separate consent; and
- (c) marketing emails, which are off unless you opt in. If you do, we share only your name and email address with our email provider.

7.7 If you agree to 7.6(a), we replace details that directly identify you with a code, and the key linking the code to you is kept separately with restricted access. We use structured information, such as check-in and questionnaire answers. We hold your diary, forum and Florrie text in pseudonymised form but do not use it until it can be effectively anonymised. We never use Second Ear recordings or transcripts, and we do not use Apple Health or Google Health Connect data unless Apple's and Google's rules allow it. If you withdraw consent, we remove your data from the dataset within 30 days, although data already used to train a model cannot always be removed from that model. Closing your account does not by itself remove your pseudonymised data, so if you want it removed, withdraw your consent in Settings before you close your account. If you have already closed your account, contact us and we will try to find and remove your data, but we may not always be able to. See our Privacy Notice for more detail.

8. Accessing the Platform

8.1 Our Services are accessed remotely using the internet and internet-enabled devices. You are responsible for any network connections, telecommunications links and related charges needed to use the Platform. The current minimum device and operating system requirements are shown on the relevant app store listing.

8.2 We may release updates to the App to add features, fix bugs, or maintain compatibility with operating system changes. Depending on your device settings, updates may install automatically. If you do not install a required update, some features may not work correctly or may stop working.

9. Community feature

9.1 If you use our community feature, you must comply with our Acceptable Use Policy and Community Guidelines – see note below. The community feature is intended for peer support only; it is not a clinical service and should not be used to seek urgent medical advice.

9.2 In addition to our Acceptable Use Policy, when using the community feature you must not post content that: is abusive, hateful, discriminatory or threatening towards another user; gives specific medical or clinical advice, or holds yourself out as a healthcare professional (unless we have verified you as such); shares another person's personal or health information without their consent; promotes commercial products or services; or otherwise breaches our Community Guidelines, available at www.matresa-app.com/privacy-policy. We may remove content, and suspend or restrict community access, where we reasonably believe this clause has been breached.

9.3 Your posts appear to other users under your forum nickname, not your real name. Please do not include your full name, contact details or other identifying details about yourself, your baby or anyone else. Posts are checked by automated moderation, and we keep removed posts and a record of moderation decisions for a limited time, as set out in our Privacy Notice.

10. Termination

10.1 You can end these User Terms at any time by closing your account, which you can do by contacting us at support@matresa.co.uk. You can cancel your subscription separately through your Apple ID or Google Play account settings. See clause 7.4 for what happens to your account and personal data when you do this.

10.2 We may suspend or terminate your access to the Platform, in whole or in part, immediately and without notice if: (a) you breach these User Terms, our Acceptable Use Policy, or our Community Guidelines; (b) we reasonably believe your use of the Platform poses a risk to your safety, the safety of others, or the security or integrity of the Platform; (c) we are required to do so by law or a regulator; or (d) we stop providing the Platform, or the specific Services you use (in which case we will give reasonable notice where practicable).

10.3 If these User Terms end, your right to access and use the Platform ends immediately. We will handle your personal data following termination in line with our Privacy Notice. You may request an export of your diary entries and questionnaire responses before your account is deleted by contacting us at support@matresa.co.uk. We will give you a download link, which stops working after 7 days.

10.4 Clauses 5 (Disclaimers), 11 (Intellectual Property), 14 (Limitation of Liability) and 17 (General) survive termination of these User Terms.

PART 2 – ADDITIONAL TERMS

11. Intellectual property

11.1 We (or our licensors) own all intellectual property rights in the Platform, including the App, our educational content, Florrie's responses, our trade marks and the "Matresa" name and logo. Except as expressly stated in these User Terms, nothing in these User Terms grants you any rights in our, or our licensors', intellectual property.

11.2 You retain ownership of any content you submit to the Platform, such as diary entries, questionnaire responses and community posts ("Your Content"). By submitting Your Content, you grant us a non-exclusive, worldwide, royalty-free licence to use, store, host, reproduce and display Your Content to the extent reasonably necessary to operate, provide, moderate and improve the Services, and as otherwise set out in our Privacy Notice. This licence does not allow us to use your personal data to train AI models unless you have separately agreed (see clause 7.6). This licence ends when you delete Your Content or your account, except to the extent Your Content has been shared with other users (for example, in the community feature), has been included in the pseudonymised data you agreed to for AI development (until you withdraw that consent), or we are permitted or required to retain it for legal or regulatory purposes.

12. Third-party platforms, app stores and integrations

12.1 If you downloaded the App from the Apple App Store, the following additional terms apply between you, us and Apple:

- (a) this agreement is between you and Matresa only, and not with Apple, and Apple is not responsible for the App or its content;

- (b) your licence to use the App is limited to a non-transferable licence to use it on an Apple-branded product that you own or control, as permitted by Apple's Usage Rules;
- (c) Apple has no obligation to provide any maintenance or support for the App;
- (d) Apple is not responsible for any product warranties, whether express or implied by law. If the App fails to conform to a warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App to you; to the maximum extent permitted by law, Apple has no other warranty obligation in respect of the App;
- (e) we, not Apple, are responsible for addressing any claims by you or a third party relating to the App, including product liability claims, claims that the App fails to conform to legal or regulatory requirements, and claims arising under consumer protection, privacy or similar laws, including in connection with the App's use of the HealthKit framework;
- (f) we, not Apple, are responsible for investigating, defending and resolving any claim that the App or your use of it infringes a third party's intellectual property rights;
- (g) you must comply with any applicable third-party agreement (for example, your wireless data service agreement) when using the App;
- (h) you represent that you are not located in a country subject to a U.S. Government embargo or listed as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties; and
- (i) Apple, and Apple's subsidiaries, are third-party beneficiaries of these User Terms and may enforce them against you as a third-party beneficiary.

12.2 If you downloaded the App from the Google Play Store, your use of the App is also subject to the Google Play Terms of Service.

12.3 The App integrates with Apple Health and Android Health Connect at your choice. We only access the specific data categories you authorise through your device permission controls, and we do not use health data obtained through these integrations for advertising or marketing, or share it with data brokers. We will not use it to develop or train AI models unless Apple's and Google's rules allow it and you have separately agreed (see clause 7.6). You can review or withdraw this permission at any time in your device settings.

12.4 The Platform may link to, or integrate with, other third-party services (for example, our transcription provider for Second Ear). We are not responsible for the content, accuracy or practices of third-party services, and your use of them may be subject to their own terms and privacy policies.

12.5 Apple and Google collect and process your payment details themselves, under their own terms and privacy policies. We do not collect your card or payment details. We receive only the status of your subscription (for example active, expired or renewed) so that we can manage your access.

13. Availability and changes to the Services

13.1 We will try to make the Platform available at all times, but we do not guarantee that it will always be available or uninterrupted. We may suspend, withdraw or restrict all or part of the Platform for operational reasons, including maintenance, and will try to give reasonable notice of planned unavailability where practicable.

13.2 We may add, change or remove features of the Services from time to time, including to reflect changes in clinical guidance, regulatory requirements, or our published Intended Use for the Platform. We will tell you about any significant changes affecting your use of the Services.

14. Limitation of liability

14.1 Nothing in these User Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded under English law.

14.2 Subject to clause 14.1, we are not liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 Subject to clause 14.1, our total liability to you arising out of, or in connection with, these User Terms or your use of the Platform, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the greater of (a) £100, or (b) the total amount you paid us for the Services in the 12 months before the event giving rise to the claim.

14.4 We provide the Platform for your personal use. You agree not to use the Platform for commercial or business purposes, and we have no liability to you for any loss of profit, business interruption or loss of business opportunity.

14.5 If digital content we have supplied damages your device or other digital content because we have failed to use reasonable care and skill, we will either repair the damage or compensate you, subject to clause 14.1. We are not liable for damage you could have avoided by applying an update we offered free of charge, or that results from your failure to follow our installation instructions or to meet the minimum system requirements we advised.

14.6 Nothing in this clause 14 affects your statutory rights as a consumer, including under the Consumer Rights Act 2015.

15. Payment and subscriptions

15.1 Access to the Platform is offered to individual users on a paid subscription basis, currently £9.99 per month or £89.99 per year (or as otherwise shown to you in the app or on the relevant app store listing before you subscribe). We may change our prices from time to time; a price change will not affect a subscription period you have already paid for, and we will give you notice before any price change takes effect at your next renewal.

15.2 If you subscribe through the Apple App Store or Google Play Store, payment will be charged to your account on confirmation of purchase. Subscriptions renew automatically unless auto-renewal is turned off at least 24 hours before the end of the current period, and your account will be charged for renewal within 24 hours before the end of that period, at the price you agreed to. You can manage your subscription and turn off auto-renewal at any time in your Apple ID or Google Play account settings; this will not affect your access for any period you have already paid for.

15.3 If you are a consumer, you have a legal right to cancel a distance contract for digital content within 14 days without giving a reason, except that this right ends once we begin supplying the digital content with your express consent and your acknowledgement that you will lose the right to cancel. Nothing in this clause affects your other statutory rights.

15.4 We keep a record of discount and referral codes that are used, including who referred whom, so that we can check that a code is not used to refer yourself, redeemed more than once, or used after it has expired.

16. Complaints

16.1 If you are unhappy with any aspect of the Services, please contact us at support@matresa.co.uk in the first instance. Our Complaint Handling Procedure, including expected response times and how to escalate a complaint, is available at www.matresa-app.com.

16.2 If your complaint relates to how we handle your personal data, you also have the right to complain to the Information Commissioner's Office (ICO) at ico.org.uk or 0303 123 1113, although we would welcome the opportunity to resolve your concerns first.

17. General

17.1 Governing law and jurisdiction. These User Terms, and any dispute or claim arising out of or in connection with them, are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, except that if you live in Scotland you may also bring proceedings in Scotland, and if you live in Northern Ireland you may also bring proceedings in Northern Ireland.

17.2 Entire agreement. These User Terms, together with the Policies referred to in clause 1.4, set out the entire agreement between you and us about your use of the Platform, and supersede any prior agreement or understanding.

17.3 Severability. If any provision of these User Terms is found unlawful, invalid or unenforceable, that provision will be treated as removed, and the rest will continue to apply.

17.4 No waiver. If we do not enforce a provision of these User Terms, this does not prevent us from doing so later.

17.5 Assignment. You may not transfer your rights or obligations under these User Terms without our prior written consent. We may transfer our rights and obligations to another organisation; this will not reduce your rights under these User Terms.

17.6 Third-party rights. Except as set out in clause 12.1 (Apple as a third-party beneficiary), a person who is not a party to these User Terms has no right to enforce any of its terms.

17.7 Notices. We may give you notice by email to the address registered to your account, or by a notification within the Platform.