PRIVACY POLICY

Version 6 - November 2026

Effective date: 10 November 2026

This Privacy Policy explains how SNAP Life Ltd ("SNAP Life", "we", "our" or "us") collects, uses, shares, stores and protects personal information when you use the SNAP Life website, mobile application and associated services.

SNAP Life is a digital bone-health, healthy-ageing and wellbeing platform. It provides educational content, wellness support, self-management and organisational tools, tracking functionality, AI-supported wellness functionality, coaching access and related features. SNAP Life is not a healthcare provider and does not provide medical advice, diagnosis or treatment, independently interpret clinical results, prescribe or recommend treatment, or make clinical decisions on a user's behalf.

1. Who We Are

SNAP Life Ltd is responsible for deciding how and why personal information is processed through the SNAP Life platform and acts as the data controller where applicable.

- Company: SNAP Life Ltd
- Privacy contact: teamsnap@snaplife.co.uk
- Website: www.snaplife.co.uk

If a Data Protection Officer, EU/EEA representative or other privacy representative becomes legally required, the relevant contact details will be added to this Policy.

2. Who Can Use SNAP Life

SNAP Life is intended for adults aged 18 and over. We do not knowingly provide accounts to, or intentionally collect personal information from, anyone under 18. If we become aware that information has been collected from a person under 18 contrary to this Policy, we will take appropriate steps to delete it.

3. Information We Collect

Information you provide in the app

- Name, first name and email address.
- Age or date-of-birth information, and sex where requested.
- Country or general location.
- Profile and onboarding information, including a profile photograph where you choose to provide one. Profile photographs are stored in SNAP Life's London-hosted database, are visible only to the relevant member within the app, and are not shared with other service providers. Camera or photo-library access is requested only when you choose to add or change your profile picture.
- Bone-health condition, fracture history and other health conditions you choose to record.
- DEXA scan information and historical results, including information such as scan date, T-scores, height, weight and BMI where recorded or derived from information entered from a DEXA report.
- Official FRAX results obtained externally and entered by you.
- Medication and supplement information.
- Nutrition and daily-intake information, calorie information, targets and dietary preferences.
- Exercise, activity, movement and mobility information.

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- Wellness, breathing and meditation activity, including session names or times, wellbeing scores, streaks and levels where available.
- Falls, sleep, stress and mood check-ins, including weekly mood trends where available.
- Learning-pathway activity and progress.
- Goals, outcomes and self-reported wellbeing information.
- Bone Buddy messages and relevant information used to personalise replies. Conversation history is stored locally on the member's device rather than on SNAP Life's servers. When Bone Buddy is used, the member's message and relevant contextual information made available to Bone Buddy are transmitted to OpenAI to generate a reply, subject to the permission described in section 7.
- Phone number where provided for an expert-support or consultation request.
- Coaching, expert-support and consultation requests.
- Feedback, testimonials and customer-support communications.
- Consent, notification and privacy-preference records, including the version of the consent wording and the date consent was given, and records of choices relating to SNAP Life features, membership and subscriptions, Bone Buddy and community features.

Information collected automatically in the app

- Device and operating-system information.
- App version and technical identifiers.
- IP address and approximate technical location information where generated by the relevant service.
- Feature usage and engagement events recorded by SNAP Life, including account-created, trial-started and paid-subscription events. These membership event records contain the date, plan and platform only and do not include health information.
- Learning and wellness session events, such as starts and completions, where enabled.
- Diagnostic, security, authentication, error or crash information where the relevant functionality is enabled.
- Notification and preference events.

Subscription information

- Subscription tier and status.
- Trial eligibility and status where applicable.
- Transaction or purchase identifiers.
- Purchase, renewal, cancellation, expiry, billing-status, grace-period, payment-recovery and plan-change information supplied by the relevant app-store or subscription provider.
- SNAP Life offers two monthly subscription plans: SNAP Life Plus at £4.99 per month and SNAP Life Premium at £9.99 per month. Every new member receives a free 7-day SNAP Life Premium trial when they register. The trial starts immediately, requires no payment card or payment details, and does not automatically convert into a paid subscription. Members who registered before this arrangement was introduced but did not previously start a trial receive the same trial the next time they sign in. The trial is limited to one per person. If a member does not choose a paid plan when the trial ends, app access is paused while the account and data are retained in accordance with this Policy. Subscription prices may be displayed in local currencies and may vary by country.
- When you register, we create a trial record containing the trial start date, end date and status. No payment details are collected for the trial. We send service reminders in the app and by email on day 5 and day 7. These are account-related service messages, not marketing communications.
- We record the following membership events to operate and improve the service: account created, trial started and paid subscription. These event records contain the date, plan and platform only and do not include health information.

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Payment details are collected only when you actively choose a paid plan. Payments are handled by Apple, Google or Stripe for website checkout, as applicable. SNAP Life does not receive or store your full payment-card details.

Website and newsletter information

The SNAP Life website may collect technical and usage information through Google Analytics and related cookies or similar technologies, subject to the choices presented through the website's cookie-consent mechanism.

Newsletter sign-up is available on the SNAP Life website. If you choose to subscribe, information you provide for that purpose, such as your email address and any other information requested on the sign-up form, is processed using EmailOctopus to manage the mailing list and send SNAP Life newsletters and updates. Newsletter subscription is voluntary and you can unsubscribe at any time using the unsubscribe link in an email or another preference mechanism we make available.

SNAP Life does not use Meta Pixel or LinkedIn Insight Tag on the launch website.

4. Health Information and Special Category Data

Some information processed through SNAP Life may reveal information about your health and may therefore constitute special category personal data under UK data-protection law. This can include DEXA and official FRAX information, medication, supplements, bone-health status, fracture history, other conditions, height and weight history, activity, nutrition, wellness and other health or wellbeing information you choose to record.

We use this information only for defined SNAP Life purposes such as providing requested tracking and organisational functionality, personalising the user experience, providing descriptive user-facing wellness insights, supporting Bone Buddy functionality, and producing permitted aggregated Community Insights.

SNAP Life does not use this information to provide a medical diagnosis, prescribe or recommend treatment, independently determine clinical or fracture risk, independently interpret clinical results, or make clinical decisions on your behalf.

5. How We Use Personal Information

- Create, authenticate and manage your account.
- Provide the features and services you request.
- Record and display bone-health and wellness information over time.
- Personalise educational and wellness experiences.
- Provide Bone Buddy AI functionality where you have given the required permission.
- Provide Learning Pathways, Wellness Lounge, movement and nutrition functionality.
- Display user-entered DEXA and official FRAX history and descriptive longitudinal information.
- Manage subscriptions, trial records and access entitlements, including recording trial start and end dates and trial status.
- Send service messages, including in-app and email reminders on day 5 and day 7 of a free trial. These trial reminders relate to your account and are not marketing messages.
- Facilitate coaching and expert-support requests.
- Respond to customer-support and privacy requests.
- Maintain security, detect abuse and troubleshoot technical problems.
- Measure product performance and understand feature engagement.
- Develop and improve SNAP Life.

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- Produce aggregated Community Insights where permitted and subject to applicable privacy controls.
- Operate the website and, where you have made the relevant cookie choice, understand website usage through Google Analytics.
- Send newsletters and updates to website visitors who have voluntarily subscribed through EmailOctopus.
- Meet legal, regulatory, accounting and dispute-resolution obligations.

6. Legal Bases for Processing

Under UK data-protection law, SNAP Life must have an appropriate lawful basis for processing personal information. Depending on the activity, we process information where it is necessary to perform our contract with you, to comply with legal obligations, for our legitimate interests where those interests are not overridden by your rights, or with your consent where consent is appropriate.

Where we process special category health information, an additional condition under Article 9 of the UK GDPR is required. Where SNAP Life relies on explicit consent for a particular use of health information - including the sharing of relevant information with OpenAI for Bone Buddy where applicable - we request that consent through a clear affirmative choice. You may withdraw consent at any time. Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

The app also presents information about how members use SNAP Life, its features and their membership. The choices and permissions requested depend on the feature being used. You can review and manage available privacy permissions through the controls provided in the app.

Where consent is required for non-essential website analytics cookies or newsletter marketing, we request the relevant choice before using that information for that purpose. You may change your cookie choice where the website provides that facility and may unsubscribe from newsletter marketing at any time.

Where we rely on legitimate interests, we consider the impact on your rights and interests and do not rely on that basis where your interests or fundamental rights override ours.

7. Bone Buddy and OpenAI

Bone Buddy is an AI-supported educational and wellness companion. Bone Buddy is not a doctor, clinician or healthcare professional. It does not diagnose conditions, prescribe or recommend treatment, independently determine clinical risk, or replace advice from a qualified healthcare professional. AI-generated information can be incomplete or inaccurate and should not be relied upon for medical decisions.

Permission before information is sent

Bone Buddy uses OpenAI's API to generate replies. SNAP Life asks for your permission in the app before relevant personal information is sent to OpenAI. If you do not give permission, Bone Buddy is unavailable and nothing is sent to OpenAI for Bone Buddy; the rest of SNAP Life continues to work.

What may be sent

When you use Bone Buddy, SNAP Life may send OpenAI your message and relevant information you have recorded in SNAP Life that is made available to Bone Buddy to personalise its reply. Depending on the information available in your account, this may include your first name, age and sex; bone-health condition; DEXA information; official FRAX information you have entered; nutrition intake, calories, targets, supplements and dietary preferences; activity information; wellbeing scores, wellness sessions, mood information, streak or level information; and relevant earlier Bone Buddy exchanges used to maintain conversational context.

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SNAP Life does not intend to send OpenAI your email address, password, payment-card details, phone number or surname for Bone Buddy.

Routine daily Bone Buddy notifications use fixed wording. No first name, streak information or other personal information is sent to OpenAI for the purpose of generating those notifications.

How OpenAI processes information

OpenAI acts as a technology provider used to generate Bone Buddy replies. Information sent through the API is not intended to be used to train OpenAI's models. OpenAI may retain API information for a limited period, including for abuse and safety monitoring, in accordance with the service configuration and contractual arrangements applicable to SNAP Life. Processing may take place in the United States.

Withdrawing permission and conversation history

You can withdraw Bone Buddy permission and community consent through Profile → Privacy & Data, using the controls available for the relevant feature. Consent records include the version of the wording presented and the date the choice was made. Nothing further is sent to OpenAI for Bone Buddy after permission is withdrawn unless you give permission again. Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

Bone Buddy conversation history may also be stored locally on your device to support recent conversation context. Local history is subject to the app's available clear, sign-out and account-deletion functionality.

Individual Bone Buddy conversation content is not included in Community Insights. Limited technical, engagement or general topic information may be retained where necessary to operate, secure and improve the service, subject to this Policy.

8. DEXA and Official FRAX Data

SNAP Life allows users to record and view bone-health information over time. This may include DEXA scan results and official FRAX results obtained from an external or clinical source and entered by the user.

SNAP Life does not calculate an in-app fracture Risk Estimate as part of the launch service. Official FRAX information shown in SNAP Life is information entered by the user from an external source and is not represented as a SNAP Life calculation.

Unless expressly stated otherwise, health information entered into SNAP Life is self-reported and is not independently verified by SNAP Life. Charts, histories and descriptive trends are intended to organise and display recorded information and are not independent clinical interpretation.

9. Community Insights, Analytics and Research

SNAP Life may use permitted information to understand how the platform is used, improve features and generate aggregated Community Insights. Community Insights are intended to show patterns at group level rather than expose information about an identifiable individual.

For internal aggregated Community Insights, SNAP Life currently applies a minimum reporting cohort of 10 participants and suppression controls intended to reduce the risk that an individual can be identified through small groups or combinations of filters.

Individual Bone Buddy conversation content is excluded from Community Insights. Users who have opted out of an applicable optional data use should be excluded in accordance with their recorded preference and the relevant processing rules.

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Any future external research collaboration, partner dataset, publication or materially different use of health information will be subject to separate governance, privacy and, where required, consent and ethical or regulatory review before that use begins.

10. Sharing Personal Information

We do not sell personal information.

We may share personal information with service providers where necessary to operate SNAP Life. The providers currently used, and their roles, include: Neon for the application database (hosted in London); Hostinger for server hosting; Clerk for sign-in and authentication; OpenAI for Bone Buddy AI processing (which may take place in the United States); RevenueCat for subscription management; Apple and Google for app-store distribution and subscription processing; Stripe for payment processing for website checkout; Resend for email communications, including trial reminders; and Expo for push-notification functionality. Google Analytics is used for website analytics subject to the relevant cookie choice. EmailOctopus is used for voluntary website newsletter subscriptions where that service remains enabled. Mixkit supplies music files and is not identified as a recipient of member personal information. The providers and services used may change as SNAP Life develops.

- Authentication and identity providers.
- Cloud hosting and database providers.
- AI service providers, including OpenAI for Bone Buddy.
- Subscription, app-store and payment providers.
- Email and communications providers.
- Notification providers.
- Website analytics providers, including Google Analytics, where the relevant cookie choice has been made.
- EmailOctopus for voluntary website newsletter subscriptions.
- Diagnostics or crash-reporting providers where such functionality is enabled.
- Customer-support or operational service providers.
- Professional advisers where necessary for legal, regulatory, accounting, security or compliance purposes.

Coaching and expert services

Where you request coaching, nutrition, consultant or other expert support, information necessary to facilitate that request may be shared with the relevant professional. Where an expert provides a service independently, they may act as a separate data controller for information they collect or process in connection with their professional service. Their own privacy terms may also apply.

Legal and safety requirements

We may disclose information where required by law, court order or regulatory obligation, or where reasonably necessary to establish, exercise or defend legal rights, protect the security of SNAP Life, or address fraud or misuse.

11. Data Storage and International Transfers

SNAP Life's core application database is hosted by Neon in London, United Kingdom. Hostinger provides server hosting. Some technology providers used to operate the app or website may process personal information outside the United Kingdom or the country in which you live. These may include providers used

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for authentication, AI, subscription management, communications, website analytics and newsletter delivery.

In particular, information sent to OpenAI for Bone Buddy may be processed in the United States. Other providers may also process information internationally in accordance with their service arrangements.

Where UK data-protection law requires safeguards for an international transfer, SNAP Life will use an appropriate lawful transfer mechanism and contractual safeguards applicable to the relevant transfer. You may contact us for further information about safeguards relevant to your personal information.

12. Data Retention and Account Deletion

We keep personal information only for as long as necessary for the purpose for which it was collected, to provide the service, comply with legal and accounting obligations, resolve disputes, maintain security and enforce agreements.

If your 7-day trial ends and you do not choose a paid plan, your app access is paused. Your account and recorded data are retained in accordance with the retention periods and account-deletion arrangements in this Policy. If you subscribe later, your retained account and data may become available again.

- When you delete your account, your name, email address and profile photograph are deleted immediately. Other account, health and wellness data are deleted within 30 days. Backup copies are cleared within 14 days. These periods are subject to information SNAP Life is legally required or permitted to retain.
- Bone Buddy information held by SNAP Life: subject to the same account-deletion process where stored by SNAP Life. Information processed by OpenAI is subject to the applicable API retention arrangements described above.
- Purchase and subscription records: minimal purchase information may be retained for 6 years where required for UK tax and accounting purposes.
- Support communications and operational records: retained only for as long as reasonably necessary for the relevant purpose, legal obligation or dispute.
- Newsletter information: retained while you remain subscribed or for as long as reasonably necessary to record and respect an unsubscribe or marketing preference.
- Website analytics information: retained in accordance with SNAP Life's Google Analytics configuration and applicable cookie or analytics settings.
- Security or deletion records: limited information may be retained where reasonably necessary to evidence a deletion request, protect the service or meet legal obligations.

Deleting your SNAP Life account does not itself cancel an Apple App Store or Google Play subscription. Store subscriptions must be cancelled through the relevant store where required.

Backup copies are cleared within 14 days following account deletion. Information that remains temporarily in a backup or recovery copy will not ordinarily be restored for normal use after an account deletion.

When information is no longer required, we delete it, anonymise it or place it beyond ordinary use in accordance with our retention and technical processes.

13. Data Security

SNAP Life uses administrative, technical and organisational measures designed to protect personal information against unauthorised access, loss, alteration, disclosure or misuse. Measures used across the service may include authentication, access controls, encrypted network connections, encryption at rest where provided by the relevant platform, logging, secure hosting and restricted administrative access.

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Third-party providers used for the website, newsletter, app and Bone Buddy maintain their own security measures under their applicable service arrangements. No online service can guarantee absolute security. Users should protect their account credentials and notify SNAP Life if they suspect unauthorised access.

14. Your Privacy Choices and Rights

Depending on applicable law and the circumstances, you may have rights to:

- Access personal information we hold about you.
- Correct inaccurate or incomplete information.
- Request deletion of personal information.
- Request restriction of processing.
- Object to certain processing.
- Receive certain information in a portable format.
- Withdraw consent where processing is based on consent.
- Object to direct marketing at any time.
- Lodge a complaint with the relevant data-protection regulator.

Where you withdraw consent, this does not affect the lawfulness of processing carried out before withdrawal. Some rights are not absolute and may depend on the lawful basis and circumstances of the processing.

To exercise a privacy right, contact teamsnap@snaplife.co.uk. We may need to verify your identity before completing a request.

Right to object

Where we process personal information on the basis of legitimate interests, you may have the right to object to that processing. You always have the right to object to processing for direct marketing.

15. Automated Processing and Personalisation

SNAP Life uses software and AI to personalise educational and wellness experiences, generate Bone Buddy responses, organise recorded information and display descriptive trends. These features are not intended to make solely automated decisions that produce legal or similarly significant effects on users.

SNAP Life does not intend to use Bone Buddy, DEXA trends or official FRAX information recorded in the app to determine eligibility for healthcare, insurance, employment, credit or other significant rights or benefits.

16. Marketing Communications and Website Newsletter

The SNAP Life newsletter sign-up is provided through the website and is separate from the SNAP Life app. If you voluntarily subscribe, SNAP Life may send educational updates, product news, community news, wellbeing content and other SNAP Life communications using EmailOctopus.

You can unsubscribe at any time using the unsubscribe option in the communication. We do not sell newsletter subscriber information or share it with unrelated third parties for their own marketing.

Service and transactional communications necessary to operate an app account or subscription, including free-trial reminders, are separate from the website newsletter and marketing communications. They may still be sent where necessary even if you unsubscribe from marketing.

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17. Website Cookies, Google Analytics and Similar Technologies

The SNAP Life website uses cookies and similar technologies for essential website operation and may use Google Analytics to understand website traffic and usage. Google Analytics is a non-essential analytics service and is used subject to the cookie choices presented to website visitors where consent is required.

The website's cookie notice or consent interface provides further information and choices relating to non-essential cookies. SNAP Life does not use Meta Pixel or LinkedIn Insight Tag on the launch website.

The mobile app may use technical identifiers and service technologies necessary to provide app functionality, security, subscriptions and notifications. SNAP Life does not currently use third-party mobile advertising analytics for the launch app.

18. App Stores and Subscription Providers

If you download SNAP Life or purchase a paid subscription through an app store, the relevant store provider may process information independently under its own privacy terms. SNAP Life receives limited subscription and transaction information needed to manage access and customer support, but does not receive your full payment-card details from the app store. The 7-day SNAP Life Premium trial is administered by SNAP Life and is not an Apple App Store or Google Play free trial. No payment is taken unless you actively choose a paid subscription.

Subscription status may include information relating to purchase, renewal, cancellation, expiry, billing issues, grace periods, payment-recovery periods and plan changes. Apple and Google administer billing, grace periods and subscription recovery under their respective platform rules.

19. California and Other International Privacy Rights

Users in certain jurisdictions may have additional privacy rights under local law. Where those laws apply to SNAP Life, we will honour applicable rights and provide any additional notices required.

SNAP Life does not sell personal information. The meaning of terms such as "sale" or "sharing" may vary under local privacy laws; our disclosures reflect the service-provider arrangements used by SNAP Life and will be updated where required as those arrangements or launch markets change.

20. Complaints

If you have a concern about how SNAP Life uses your personal information, please contact us first at teamsnap@snaplife.co.uk so that we can try to resolve it.

If you are in the United Kingdom, you may also have the right to complain to the Information Commissioner's Office (ICO). Users elsewhere may have the right to contact their local data-protection or privacy regulator.

21. Changes to This Privacy Policy

We may update this Privacy Policy as SNAP Life develops, our technology providers change, or legal and regulatory requirements evolve. Material changes will be communicated where required. The effective date at the beginning of this Policy shows when the latest version applies.

22. Contact Us

- SNAP Life Ltd

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- Email: teamsnap@snaplife.co.uk
- Website: www.snaplife.co.uk

23. Medical and Wellness Notice

SNAP Life provides educational, informational, wellbeing, lifestyle, self-management and organisational support. SNAP Life, Bone Buddy, tracking tools, educational content, coaching access and expert-support features are not intended to provide medical advice, diagnose, treat, cure or prevent disease, prescribe or recommend treatment, independently interpret clinical results, or replace professional medical advice.

Official FRAX results recorded in SNAP Life are user-entered results obtained from an external or clinical source. SNAP Life does not calculate a separate in-app fracture Risk Estimate as part of the launch service.

Always seek advice from an appropriately qualified healthcare professional regarding symptoms, diagnoses, medication, treatment or healthcare decisions. In an emergency, contact the appropriate emergency service immediately.

24. SNAP Life Brand and Intellectual Property

SNAP Life and associated SNAP Life product and service names, branding, designs and original content are the property of SNAP Life Ltd except where otherwise stated. Third-party names, trademarks, products and services referred to in this Policy remain the property of their respective owners. References to third-party services do not transfer any ownership or intellectual-property rights to SNAP Life.

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