

User Terms and Conditions

Please read these carefully.

By clicking “I AGREE”, You are showing that you accept these terms and conditions as the agreement between You and Us (the Agreement).

ProblemShared is the trading name of Teledoctor Limited. Teledoctor Limited is a company that provides access to mental health care services over its digital platform, that includes its website [problemshared.net](https://www.problemshared.net) (the ‘Platform’).

The Platform allows you access to a network of counsellors, and psychiatrists (together “Practitioners”) who can provide mental health services and treatment to You remotely via online, real-time, video-link sessions over the same Platform.

Teledoctor is registered in England (Company number 10410380) at registered address 2 Frederick Street, Kings Cross, London, WC1X 0ND and includes any director, officer, agent, and includes any successor or assign.

For ease of reference, Teledoctor Limited is referred to as “Us” or “We” and includes reference to “our”, and you are referred to as “You”, and includes references to “your”. Where a parent or guardian wishes to use the services for a child or adolescent, then references to You are to be interpreted as inclusive of the parent or guardian where relevant and necessary to give effect to the terms here.

We are regulated by the Care Quality Commission (“CQC”) which is a statutory board and is responsible for the independent regulation and oversight of health and social care in England. This should provide you with an additional layer of comfort and security as to the professionalism and quality of the Platform and our Services.

These terms and conditions form the Agreement between You and Us. By making a Booking and signing up to the Platform, you are asked whether you accept these Terms and Conditions.

Finding your way around this Agreement:

You can find an index of terms below. Each clause has an accompanying summary or explainer text under the heading.

Please understand: Our terms and conditions may seem long; many user terms and conditions can seem so, but we strive to address all parts of our relationship with you in a transparent and clear manner. Sometimes that means more details than you might like. We also do things a little differently here, so we address a wider range of matters than you might see elsewhere. Note that reading the accompanying summary or explainer text is not a substitute for reading and understanding the text of the clauses themselves.

These terms & conditions last updated 21 Dec 20



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1. Definitions

Some terms get used often in legal agreements and it's easier to list them at the start of the agreement, to clarify what we mean and so that you can always check what it means later by finding it in the one place.

In these Terms and Conditions:

a/ "Agreement" MEANS these terms and conditions, and any Schedule attached to these terms and conditions, as may be amended from time to time by Us and as published on the Platform.

b/ "Booking System" MEANS the system on the Platform that allows You to make an appointment for a Session with a Practitioner for a Session, and includes the features of alerts, reminders and other associated communications.

c/ "Confidential Information" MEANS all information in any form or medium which is not publicly available (either in its entirety, or in part), together with any copies of that information in any form, medium or part including accounts, business plans, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer, sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how and trade secrets.

d/ "Data Protection Legislation" MEANS (i) unless and until the GDPR is no longer directly applicable in the United Kingdom, the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom and (ii) any successor legislation to the GDPR that is applicable in the United Kingdom; and (iii) the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

e/ "Digital Health Record" is set out in clause 17..

f/ "Discharge Summary" MEANS the notes recorded by a Psychiatrist at the conclusion of a Session, and includes but is not limited to:

- i/ reason for consultation;
- ii/ diagnosis;
- iii/ treatment; and
- iv/ suggested follow-up plan.

g/ "Fee" MEANS the amount in GBP sterling that is published on the Platform and that is payable to a Practitioner.

h/ "Intellectual Property" MEANS any registered or unregistered patent, copyright, database right, moral right, design right, registered design, trade mark, service mark (whether registered or not), domain name, knowhow, utility model, unregistered



design and all similar property rights including those subsisting in any part of the world in inventions, designs, drawings, performances, computer programs, confidential information, business names, goodwill and the style of presentation of goods or services and, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world, including the underlying rights to such property, and in a currently subsisting form or a form that comes to be recognised by any applicable Law as such.

i/ "Law" MEANS:

i/ any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

ii/ any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972;

iii/ any applicable judgment of a relevant court of law which is a binding precedent in England.

in each case as may be in force and as may be amended from time to time.

j/ "Notice" MEANS the definition provided in clause 32.

k/ "Partner Organisation" MEANS a company, institution or organization that partners with Us for the administration and provision of mental health care services for those of its members.

l/ "Personal Data" has the same meaning as in the Data Protection Legislation and refers to information, or data that relates to a person who can be identified from the data, or can be identified from that data in combination with any other information. (Note that where personal identifiers are removed from the information, and the information is anonymised and then aggregated, this is no longer defined as personal data.)

m/ "Prescription" MEANS:

i/ a recorded form for the purpose of ordering a drug, medicine or appliance provided by a Psychiatrist whether on a single or repeat basis; and

ii/ includes a form that is electronic and is signed with the Prescriber's advanced electronic signature, and for the avoidance of doubt does not include the dispensed medication.

n/ "Profile" MEANS the information about you, personal to you, that you first create on signing up with the Platform, and that includes any other information or material that comes to be included by you or any Practitioner, from time to time.

o/ "Services" are set out in clause 4..

p/ "Session" MEANS a booked time slot of finite duration for a session between a Client and a Practitioner for the purposes of counselling, or psychiatric treatment.

q/ "Subsidised Cost" MEANS an amount in GBP sterling in relation to fees for Sessions supported by Partner Organisations.



r/ "Supported Client" MEANS someone whose Sessions are supported by a Partner Organisation that pays the Subsidised Cost of the Session on behalf of that person.

2. Contacts

How to reach Us at ProblemShared

a/ Email us at help@problemshared.net

b/ Post to us at ProblemShared, 2 Frederick Street, Kings Cross, London WC1X 0ND.

c/ In case of emergency, please see below.

3. Emergency – important notice

We are not an emergency service – you must seek help elsewhere

a/ We are not a provider of emergency services nor is any Practitioner, and none shall assume any liability or make any warranty or guarantee in relation to this.

b/ In case of an emergency, please call 999 or go to the nearest Accident & Emergency Department of any hospital or your nearest GP surgery.

c/ If you require counselling and the Platform is inaccessible for any reason, and you do not feel safe or secure and you feel you are putting yourself or others at risk, you must seek help elsewhere, which may include the nearest NHS A&E or your GP practice if you are registered with one.

4. Our Services

Although your main purpose in using our Platform may be to talk to a Practitioner, we provide a number of services in facilitating that, and we also provide some other information and resources as well. The Practitioner's services are set out elsewhere in the agreement they make with you at the start of your Session with her or him. Here, we list all that we do.

a/ We offer access to a Platform that brings together mental health services via a network of Practitioners who provide remote counselling and/or psychiatric services for a Fee or at a Subsidised Cost.

b/ Our services include Us providing the following:

- i/ search function and selection tools for browsing our network of Practitioners;
- ii/ appointment Booking System for the scheduling of Sessions, and associated alerts and reminders;
- ii/i secure, in-house access to Audio-Visual Over Internet Protocol technology that is streamed, real time video, and end to end encrypted ("Video Link Session");



- iv/ request for, creation of, storing and retrieving of information that is related to your therapy and/or treatment for your use and for use by the Practitioner with whom you have booked a Session;
- v/ access to a centralized payments system for your Sessions;
- vi/ information on our Platform about How We Can Help and Therapy Types and other resources;
- vii/ links to other organisations or bodies related to mental health, including governing bodies of Practitioner communities eg BACP;
- viii/ links to any initiatives of our own in the broader population;
- ix/ ways to communicate with us about your experience on the Platform, including complaints about the conduct of any Practitioner, each and all of the above the “Services”.

5. Your Eligibility to use the Platform

The Platform may be accessible to anyone with a Wifi connection, but in fact it is not intended only for those with UK citizenship or UK residency because the laws around providing services of a health or clinical nature vary from territory to territory, and our Platform is built on a best-in-practice framework from a UK perspective. Age and competency are also criteria.

a/ You must be located in the U.K. or a citizen or resident of the U.K., aged 13 or older and in possession of the legal right, capacity and ability to so use the Services.

b/ If You use the Platform from outside the United Kingdom, You are responsible for complying with laws local to that place, and neither We nor any Practitioner shall assume any responsibility for any liability, damage, claim or dispute in the event of any contravention of any law applicable to that place.

c/ If the Booking is intended for a child or adolescent that is aged less than 13 years, then the parent or legal guardian of the child or adolescent must make the Booking on behalf of the child or adolescent and must complete the associated processes or required forms, and must be present at the outset of the first Session with a Practitioner.

6. Your technical set-up & access to the Platform

You will need a wifi connection and you will need to be using a current and accessible Browser – so if you are having any difficulties, please check your software updates are all up to date.

a/ Your access to the Platform depends on some minimum technical requirements, which are generally consistent with operating current versions of software, and operating systems. These requirements are set out at the end of the agreement at Appendix 1 - Technical Requirements. You are responsible for ensuring that your technical set-up meets the requirements.



b/ These requirements may change from time to time in line with evolving technologies, and are also listed in our FAQs section on the Platform.

c/ Sometimes we will need to carry out necessary maintenance to the Platform. We will use best endeavours to do this outside of normal business hours so that access is not interrupted; however, we cannot guarantee that the Platform or Services will be free of interruption. When access to the Platform or Services is compromised or interrupted because of a verified fault that does not lie with You or your technical set-up, we will use best endeavours to notify You of this on the Platform itself, and to correct the fault in a reasonable time. We do not guarantee or warrant that we will be able to do so.

7. Your relationship with the Practitioner

What we can tell you about your Practitioner, what to expect when you make a Booking, and what to do if you're not happy with your Practitioner.

a/ We facilitate the professional relationship that exists between clients such as You and Practitioners by providing the services listed above, but your relationship with any Practitioner is governed by the agreement that you make with that Practitioner.

About this,

b/ You may email any Practitioner with any questions in advance of making a Booking.

c/ If You have a number of Sessions with any Practitioner, a Practitioner may book any further Sessions on your behalf, with an email confirmation to you, or you may choose to book these yourself through the Booking system.

d/ The Practitioner will send some documentation to You in advance of the first Session, such as a Client Intake form and what we call a Therapeutic Agreement, which relates to the practitioner's role, profile, relationship with client and the duties and obligations of a practitioner towards the client, and practical housekeeping matters such as what to do if a Session is interrupted etc. You will be expected to complete that documentation in order for your Practitioner to treat you, and your Practitioner will be available to explain what to expect from therapy and the therapeutic relationship at the outset of your first Session. With respect to children or adolescents younger than 13, the Practitioner may advise what is suitable with respect to parents' or guardians' involvement at the Practitioner's discretion, but it is anticipated that the Practitioner will invite the parent or guardian to attend part of the first Session in order for and only for as long as it is necessary for the Practitioner to explain the nature of the therapeutic relationship in language relevant to the child or adolescent.

e/ We do not guarantee or warrant that any Practitioner will attend any Session, nor that any shall provide treatment or any Referral Letter, nor that any Psychiatrist will provide any Prescription.

f/ We are not responsible nor shall assume any liability for any Practitioner's advice, conduct or other actions, including but not limited to any diagnosis, treatment or



management plan, nor are we responsible for the contents of any Digital Health Record or Referral Letter, authored by any Practitioner nor the contents of any Prescription or Discharge Summary authored by any Psychiatrist.

g/ A Practitioner's conduct is governed by her or his own regulating body, details of which You can find under the Practitioner's Profile on the Platform, and proof of which s/he is obliged to provide to Us before providing any service to you.

h/ Notwithstanding the above, you may contact Us at any time in relation to any complaint you wish to make about a Practitioner, in accordance with our Complaints Policy published on the Platform.

8. Practitioner Eligibility

We make sure that Practitioners meet our criteria

a/ We require proof of identification, training and supporting eligibility criteria from Practitioners, before any can provide any Session over the Platform. Practitioners are bound to do so in their agreement with us as the Platform provider and we may remove any who do not. Notwithstanding this, we do not warrant or guarantee the veracity, or completeness of information provided by any Practitioner including but not limited to any lie, fraud, misrepresentation, omission or a change in circumstance that is not notified to Us subsequently to engaging the Practitioner.

b/ You may ask the Practitioner treating You about any of their qualifications, credentials, experience or other related matters.

Steps of the Process in using the Platform

9. Your information

What we ask from you or what you choose to tell us

a/ In order to first make a Booking, You must provide us with some information and you undertake that this information will be true, current and complete, and that where the information originated elsewhere, e.g. medical test results or other data that you may wish to provide in connection with any psychiatric treatment, that you have not tampered or otherwise interfered with it.

b/ We require you to tell us things that allow us to identify you for the purposes of processing your Booking, and more broadly facilitating your mental health care including your full name; email address; mobile telephone number; your date of birth; gender; next of kin; GP's name & practice details.

c/ You may also provide other information about yourself connected with why you wish to see a Practitioner, for example, in those sections of the Client Intake Form including "Why you are seeking therapy?", "Current situation", "History" and "Current or Previous Medications".



d/ You must let us know if any of your information changes such as identification details, GP details, next of kin. Please email us at help@problemshared.net and notify us of any change.

e/ You are solely responsible for the truth, currency, accuracy and completeness of your information, and any information that you upload.

f/ You understand and accept that if You do not provide true, current, accurate or complete information—that you may jeopardise the care and treatment that a Practitioner can provide, and that you may jeopardise your continued access to and use of the Platform.

10. Ensuring the Security of Your Profile and Access of the Platform

You will no doubt be familiar with having to choose a username and password if you are used to setting up profiles or accounts on other digital platforms or websites, and to take great care of that so that others cannot access your profile or impersonate you.

a/ When You first make a Booking, you will be asked to choose a username and password. You are responsible for safeguarding and maintaining the confidentiality of these and you agree not to share such with any third party. We recommend that you change your password at regular intervals.

b/ You will be solely responsible for any activities or actions taken under your Profile. You must notify us immediately if You know or suspect that any unauthorised person is using your Profile (for example, your password has been stolen, or your Profile has been accessed without your permission)

c/ You should avoid using the Platform on public computers, and make sure to log out.

11. Search function and Booking

The steps to finding and making an appointment with a Practitioner; Practitioner's availability not guaranteed

a/ You may enter as much or as little data in the drop-down menus when searching for a Practitioner. The Platform will return results based on what you searched for.

b/ You may keep a list of preferred Practitioners as part of your profile.

c/ You may make a Booking with a Practitioner by following the prompts in the Booking system.

d/ We do not guarantee the availability of the requested Practitioner at the specified time of the Booking. We inform You to the best of our knowledge of Practitioners' availability, based on the settings they choose in their own profile and calendar. If



there is any issue with the Booking, you or the Practitioner may amend the Booking details up until 48 hours before the Session, including cancellation.

12. Payment and refunds

How much this costs, cancellations and missed Sessions, and what are the circumstances for a refund.

a/ A Practitioner's services are chargeable in advance of the Session, at the time you make a Booking, and the Practitioner's Fee is published under their Profile. This Fee is at the Practitioner's sole discretion.

b/ You agree that We may take payment from You for a Session, on behalf of the Practitioner, and you agree to pay the Fee in advance of the Session, unless the Session is subsidised and supported by a Partner Organisation.

c/ If you cancel your Booking more than 48 hours before the Session, your payment will be refunded, usually immediately and within 14 days, excluding the credit or debit card transaction costs charged by the payment processing companies who handle the payments on our Platform.

d/ If the Practitioner fails to attend the Session or is late to the Session such that you elect not to proceed with the Session, You will also be refunded, excluding any credit or debit card transaction costs.

e/ Where payment is denied because of inaccurate or invalid billing information, or lack of funds, the Booking will not be completed.

f/ If for any reason You are late to start the Session, you will still be able to make use of the remaining minutes of that Session, but you will be charged in full for the Session. The Practitioner may elect to let the Session run over time to make up for lost time, but this is at the sole discretion of the Practitioner.

g/ In the event that either You or the Practitioner cannot access or continue to access the Platform during a Session, then You and the Practitioner may agree in advance that in such event, you will conduct the Session via telephone, instead of video-link, using the number each of You provides.

h/ If a Session cannot begin, or be completed because You or the Practitioner cannot access or use the Platform, You will not be refunded where the cause of the interruption, technical fault or failed transmission lies with You.

13. The Session

Housekeeping matters

a/ A Session's duration is as per the Practitioner's published calendar.



b/ If for any reason You are late to start the Session, you will still be able to make use of the remaining minutes of that Session, but you will be charged in full for the Session.

c/ If for any reason a Practitioner is more than 10 minutes late to starting your Session, or in the event that a Practitioner fails to attend your Session, please contact Us at help@problemshared.net and the amount owing to the Practitioner by way of Fee will be refunded to You, or an offset made in relation to any Subsidised Cost.

d/ You may instead elect to start your Session later than the Booked time, if the Practitioner notifies You of her or his delay and You agree to such in writing, and your Session then goes ahead.

e/ Any Session that has been mutually agreed to start later may run over time in order to make up the allotted time for the Session. No adjustment of fees on a pro rata basis shall be allowed.

f/ In the instance that a Practitioner cancels a Session via the Booking system, You will be notified. The Practitioner may also contact You directly by inviting you to a Session at a different date and time, or You may receive an email notification and be prompted to make a new Booking.

14. Our Operation, Maintenance and Security of the Platform

Our discretion to operate and maintain our Platform as we see fit, and our undertakings about security but no guarantee or warranty.

a/ We may modify, withdraw, suspend or discontinue any functionality or feature of the Platform at our sole discretion. Except to the extent that this impacts any Session currently underway between You and a Practitioner, we may do so without Notice to You although we may publish on the Platform our intended maintenance times.

b/ We undertake to exercise all reasonable precautions to protect against:

- i/ unauthorised or unlawful access to our Platform;
- ii/ accidental loss, or destruction of or damage to the Platform including information and Personal Data;
- iii/ failure of systems, or software,

and we set out certain matters in connection with this and the precautions we take in our Privacy Policy. Please see our Privacy Policy for more information about this.

c/ Notwithstanding the above undertakings, We do not warrant or guarantee the operation, transmission, security or viability of the Platform including but not limited to whether it be free of any bug, virus, Trojan Horse, worm, time bomb, or such other threats to digital and cyber integrity and security as may become defined by the information technology industry, nor do we warrant or guarantee that access to and



use of the Platform will be free from interruption, errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

d/ To the extent that We use in part or whole any software, systems, applications, utilities or sites that are licensed by Us and that belong to and are operated by third parties, we disclaim all responsibility for any issue, problem or incident that is caused or affected by such third parties, to the extent permitted by Law.

15. Conditions of use of the Platform including Intellectual Property and Confidential Information

What you must not do in accessing Our Platform – we list actions that are typically associated with intent that is not consistent with the intended purpose.

a/ You are responsible for configuring Your technology set-up including but not limited to computer programmes, software, applications or utilities, and other information technology in any computer, or mobile device or tablet to facilitate your access to the Platform.

b/ You undertake that you will use appropriate virus protection software / anti-mal software.

c/ You undertake that no other party may access the Platform via your log-in and that will keep passwords and log-in details private.

d/ Your access to and use of the Platform, including setting up any profile or “sign-up” shall be for your personal use in connection with your mental health needs.

e/ Your access to and use of the Platform includes access to and use of the Intellectual Property that is underlying it, and that is displayed or otherwise accessible via the Platform and that is otherwise Ours by right to and interest in it, whether Ours or licensed to US, which rights you recognize and agree to.

f/ We allow you to use the Platform on condition that You do not breach the terms of this Agreement and that you will use the Platform according to the matters set out below.

g/ You shall not do anything:

i/ in contravention of or prejudicial to Our rights and interests including Confidential Information and Intellectual Property, or

ii/ in contradiction or breach of this Agreement, including any Privacy Policy

iii/ for any illegal purpose, including fraudulent purposes; nor permit anyone else, whether by assertion or omission, to do so either.



h/ The restrictions above include that You shall not:

i/ post or transmit a message (written, verbal, instant or via video) under a false name or use the Platform to impersonate another person or misrepresent another person]

ii/ attempt to alter the origin of email messages or postings

iii/ market, promote or solicit any Services except as expressly permitted by this Agreement

iv/ distribute chain letters or unsolicited bulk electronic mail ("spamming") via the Platform

v/ attempt to undermine the security or integrity of computing systems or digital networks on which the Platform is built, or attempt to gain unauthorised access to such;

vi/ harvest or collect data about any Client, Supplier or other individual who uses the Platform;

vii/ post or transmit any data, materials, content or information which is threatening, false, misleading, abusive, defamatory, derogatory, pornographic or profane, or that contains or promotes any virus, worm, Trojan horse, time bomb or other computer programming or code that is designed or intended to damage, destroy, intercept, download, interfere, manipulate or otherwise interrupt or expropriate the Platform or the Services;

viii/ tamper, hack, spoof, copy, modify or otherwise corrupt the administration, security or proper function of the Platform or the Services including but not limited to any denial-of-service attack or a distributed denial-of-service attack;

ix/ use robots or scripts with the Platform;

x/ attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code or information on or received by the Platform;

xi/ any other act proscribed by the Computer Misuse Act 1998.

xii/ any offensive or threatening behaviour that includes but is not limited to swearing, drunkenness, verbal or physical abuse, racist, sexist, discriminatory conduct or language, vilification as proscribed by any Law, inappropriate advances to the Company's staff or affiliated Counsellors.

xiii/ reproduce, modify, copy, edit, alter, distribute, disseminate (including but not limited to distributing or making any Confidential Information or Intellectual Property available on a file sharing network or site), use for commercial purposes or infringe



any right pertaining to Our Confidential Information or Intellectual Property in whole or in part.

xiv/ sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer or infringe any right in the Platform, including Confidential Information, Intellectual Property or business of the Company, nor create derivative works based on such, nor in any other manner commercially exploit the Platform or business of the Company.

i/ You agree that anything you do in accessing or using the Platform will not infringe or facilitate infringement of any of Our rights, including our Intellectual Property or rights in Confidential Information, or those of any other user of the Platform, including copying any part of the Platform, whether code, or documents contained on the Platform, including policies, and resources and copy contained in webpages relating to How We Can Help and Resources & Social Media Hub.

j/ We have the right to delete any information provided by You that we deem fraudulent, abusive, defamatory, obscene or in violation of any rights, including Intellectual Property rights, or that is otherwise in breach of this Agreement.

k/ Linking: You may link to the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

l/ You must not:

- i/ establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
- ii/ establish a link to the Platform on any digital platform that is not owned by You.
- iii/ frame the Platform on any other digital platform.

m/ If you wish to make any use of content on the Platform, please contact us at help@problemshared.net. We reserve the right to withdraw linking permission at any time.

16. Referral Letter and Prescriptions

How Referral Letters and Prescriptions work

a/ You agree that if a Counsellor chooses to provide any Referral Letter, or a Psychiatrist any Prescription, that this is at their sole discretion and this includes the contents of such.

b/ You agree not to change, alter, modify or interfere in any way with any Referral Letter or Prescription.

c/ Psychiatrists are obliged **not** to prescribe any medicines listed in the non-prescribe list as stated in the prescribing policy.

d/ You are responsible for ensuring that You understand the contents of any Referral Letter or Prescription. You may contact the Practitioner through the Platform to



clarify information or ask questions relating to the Referral Letter or Prescription: Nothing in the clauses above restricts or otherwise limits you from discussing the Prescription with a pharmacist or medical practitioner of your choice.

e/ You should expect that:

- i/ regarding a Referral Letter: that the Practitioner will record a Referral Letter and forward to a counsellor, general practitioner or consultant as may be agreed with you, and
- ii/ regarding a Prescription: that the Psychiatrist will email a copy of the Prescription to you at your nominated email address.

f/ Prescription drug disclaimer: Notwithstanding this or any other clause of this Agreement, We make no representations or warranties about the satisfaction of government regulations requiring disclosure of information on prescription drug products or any treatment, action or application or preparation of medication that is subject of any prescription.

17. Profile and Digital Health Record

Your sign-up and the profile you create, and the digital health record that We create and to which treating Practitioners have access

a/ You are responsible for your own Profile on the Platform. The information this contains is at your sole discretion. Where that information does not comply with this Agreement, or Law, then we reserve the right to take it down or otherwise restrict your access to it. The information in that Profile by its nature contains Personal Data that is subject to privacy laws and this is addressed in our Privacy Policy.

b/ We are responsible for a Digital Health Record in your name which is only accessible to those Practitioners that treat You, and to Us if we need access for purposes consistent with our supervision and oversight of Practitioners, and also within the limits of our Privacy Policy.

c/ The Digital Health Record is the place where a Practitioner may record and store the following:

- i/ a treating Practitioner's Notes of their Sessions with You;
- i/ Referral Letters;
- ii/ Prescriptions;
- iii/ Discharge summaries that conclude any Session with a Psychiatrist; and
- iv/ other data, information or files that You may provide, for example a letter from another medical or health professional in relation to You.

d/ We are responsible for your Profile and Digital Health Record only to the extent that we are responsible for facilitating the means to record, store, represent, order, file any and all data provided by You and the Practitioner, or to otherwise handle, retrieve, or delete Personal Data as may be directed by you from time to time, or in accordance with any Law including the Data Protection Legislation, our Privacy Policy and any professional guidelines including those of the GMC where relevant about health



records etc.

e/ As stated earlier, we are not responsible for the content of any information that is authored or provided by You or on behalf of You, or any content that a Practitioner records, including any contained in your Digital Health Record.

f/ If You are a Supported Client then Your Digital Health Record also includes forms that We may prepare in relation to Your treatment over the Platform that You agree We can share with the Partner Organisation supporting Your Sessions in respect of certain matters: the name of your treating Practitioner, the number of Sessions booked and attended, providing appropriate safeguarding, and a Practitioner's recommendation for concluding or advancing further Sessions. This is also addressed in our Privacy Policy.

g/ In the event that a Practitioner requires Your consent or authorisation for any sharing of any part of your information with a third party, it is the Practitioner's responsibility, and not ours, to ensure that where you give such consent or authorisation, that it is validly recorded by the Practitioner at the time of the request by the Practitioner.

18. Other information You can access on Our Platform

On some pages of our website such as How We Can Help, and Resources & Social Media Hub, we include information of a general nature that is not specific to You nor able to be relied on by You.

a/ Where we make available information or links to information on the Platform, including health-related information, we do not represent or warrant that the information is comprehensive, complete, current, reliable or true, nor do we represent or warrant that the information is specific or relevant to You, able to be relied on by You, or that any course of treatment referred to in that information is safe, appropriate or effective for You. This information is intended as general and introductory in nature and is not intended nor to be treated as a substitute for client-specific advice from a Practitioner, including but not limited to emergency medical services. You have the right to choose not to access or read the information.

b/ Nor do We endorse the promotions, products or services of any third parties.

c/ We do not assume any responsibility or liability for the accuracy of information contained on any third party web sites.

19. How We use information and privacy

See our Privacy Policy

a/ Before completing your sign up on the Platform, you must also read and choose if you accept Our Privacy Policy. This sets out in detail all things related to your Personal Data and privacy in respect of your use of the Platform and your Sessions.



20. Termination

How and why We can stop Your access to services

a/ We reserve the right to suspend or terminate this Agreement with you, and with it; your access to the Platform at any time, without notice and without liability, if we reasonably determine you have broken any term or condition of this Agreement.

b/ In order to determine your compliance with this Agreement, we reserve the right to monitor your access to and use of the Platform.

c/ We will only compensate You by way of refund where the Session could not be completed by telephone, in the event that the Platform was not able to be accessed, which was not connected to any issue with your technical set-up.

21. Our Liability to You and Limitations

Responsibilities

a/ IF We break the terms and conditions of this Agreement we are responsible only for loss or damage that You suffer that is foreseeable as a result of our breach of the Agreement except where we expressly disclaim this. Loss or damage is foreseeable if either it is obvious that it will happen or if both you and we knew it might happen. We are therefore not responsible for any consequential, punitive, exemplary or special damages howsoever arising.

b/ We disclaim the following losses or damages for which We are not responsible:

- i/ Loss or damage that You suffer that has been caused by any Practitioner. Their conduct is governed by their own regulating bodies, proof of membership of which they are obliged to provide to Us before providing any service to you;
- ii/ results from a medical emergency or acute condition while you are using the Platform;
- iii/ Loss or damage to data including Personal Data whether as a result of unauthorised access, misaddress, technical failure, technical interference or otherwise, to the extent permitted by the Data Protection Legislation
- iv/ Loss or damage in connection with Your inability to access or use the Platform, except where payment for a Session has been taken and You are prevented from attending that Session because of a verified fault with our Platform, which is not connected with your technology set-up. In that instance, our liability is limited to a refund of the Fee, if paid already or an offset of any Subsidised Cost.
- vi/ Loss or damage that relates to any computer, or smart device used to access the Platform or Services - it shall be Your responsibility to have in place suitable mechanisms to secure and protect your devices and technology set-up.
- vii/ Loss or damage that results from any miscommunication or error in file exchange over the Platform, whether authorised or not.
- viii/ Loss or damage as a result of any emergency or acute situation involving



your mental health - the Platform is not to be used for emergencies - please follow the guidelines on the Platform for emergency contacts.

c/ We provide the Platform 'as is' and do not represent or warrant that it is error free, or virus free nor that it is fit for a particular purpose, nor are we responsible for any software, systems or other processes we license from third parties in connection with the Platform.

d/ Notwithstanding the above, we do not exclude or limit in any way our liability to You where it would be unlawful to do so including for death or personal injury or fraud or fraudulent misrepresentation.

e/ In respect of any liability, our aggregate liability in respect of any claim or connected series of claims shall not exceed the total amount paid by You to Us in the month preceding the claim.

22. Indemnity

What is covered

a/ You agree to hold Us harmless and indemnify Us against all claims, proceedings, actions, losses or damages, legal costs, expenses and any other liabilities, including any brought by a third party, arising from or in connection with:

i/ Your action or omission in breach of any part of this Agreement,

ii/ any breach by You of applicable Laws, including any act or omission in respect of the same,;

ii/ Your interaction with any Practitioner including the contents of any advice, consultation or interaction you have with a Practitioner, including any Referral Letter or Prescription that a Practitioner may provide to You, any interaction You may have with any person over the Platform or in connection with the Platform or Services;

iii/ Your non-payment of any due Fee to a Practitioner;

iv/ Your infringement of any third party right to Intellectual Property that forms part of the Platform.

23. Complaints

See our Complaints Policy

a/ You may record a complaint in line with the Complaints Policy that is published on the Website.

24. Disputes & Mediation as first resort

How we sort out disagreements

a/ In the event of any complaint or dispute, you agree that you will first notify Us of the



subject of the complaint or dispute in accordance with our Complaints Policy, and we undertake to respond in a reasonable time.

b/ You and We agree to attempt to resolve any dispute within sixty (60) days of notification of a dispute, after which You and We agree to submit to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

c/ Unless otherwise agreed by You and Us, the mediator will be selected by CEDR and the mediation procedure will be initiated with a notice from You or Us requesting ADR mediation; and You or We must notify CEDR by providing it with a copy of the request. The mediation will start not later than sixty (60) days after the date of the ADR mediation notice.

d/ Neither You nor We have the right to commence any court action or proceeding in relation to any dispute arising from these Terms and Conditions until both parties have attempted to settle the dispute by mediation, except where:

- i/ the mediation has been terminated;
- ii/ either You or We failed to participate in the mediation for a period of thirty (30) days from the commencement of mediation.

e/ In the event of the above occurring, either party may put the dispute to confidential arbitration in any court or tribunal in England.

f/ Any award by an arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

g/ To the fullest extent permitted by any Law, no arbitration or court action or proceeding in connection with this Agreement shall be joined to an arbitration or court action or proceeding involving any other party, whether through class arbitration or court action or proceeding or otherwise.

Boilerplate matters (which mean those matters that are usually located at the end of a document and that are often standardised in contracts):

25. Continuing force and effect of certain parts of the Agreement despite termination

a/ Notwithstanding the above, all disclaimers, representations, warranties and undertakings in this Agreement shall continue to apply after termination along with various other clauses and Schedules where relevant.

26. Circumstances outside Our control

a/ We will not be responsible for any breach, action or omission in connection with



this Agreement due to circumstances or events outside our control.

b/ Circumstances or events outside our control include but are not limited to:

- i/ any action or omission by a Practitioner;
- ii/ strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks including but not limited to insufficient or variable network connectivity at any time.

c/ If a circumstance or event outside our control takes place that materially affects the performance of our obligations to You under this Agreement:

- i/ we will notify You;
- ii/ Our obligations will be suspended and the time for performance of Our obligations will be extended for the duration of the circumstance or event outside Our control;
- iii/ You will have the choice to elect to postpone the doing of what it is that we should be doing or the obligation we owe to You, e.g. postpone a Session to another time and be refunded, in the event that You have made any payment in connection with this;
- iv/ We will resume the performance of these obligations and notify You of such as soon as is reasonably possible.

27. Assignment

a/ You cannot assign, or transfer any of your rights or obligations under this Agreement to anyone else, without our written agreement.

b/ We may transfer our rights and obligations under this Agreement to another party, including any company, or successor. We undertake to notify you over the Platform or in writing to your nominated email address if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

28. Applicable Law

a/ These Terms and Conditions are governed and construed by the Laws of England.

29. Severability

a/ If a court or any other authority charged with sufficient power under any Law finds any clause or part of these Terms and Conditions illegal, invalid, unenforceable, or void for any reason, that clause or part shall be severed from the Agreement and the rest will continue to bind and remain in force and take effect. Each clause in this Agreement operates separately to the extent permitted by Law.

30. Waiver

a/ Any delay in enforcing any part of this Agreement by either You or Us does not mean that You or We cannot enforce it later. For example, if you miss a payment and



we do not chase you but we continue to give you access to the Platform and make Bookings, we can still require you to make the payment at a later date.

31. Notices

a/ Where we say we must notify you about something, we may do that either via publication over the Platform, or by email to Your nominated email address included in your Profile.

b/ You may give notice to Us by email to Our nominated email address: help@problemshared.net or as otherwise published on the Platform.

c/ Deemed Receipt of Notices and Communications: You agree that the content of any Notice, including but not limited to information, documents or other correspondence containing any data by attachment or directly included in the body of the Notice or communication will be deemed to be received by You:

i/ on accessing it when it is live on the Platform, or

ii/ in the case of email, on the date of email transmission by the sender, subject to there being no failure to transmit or other error message notified by any mail application or browser, and

iii/ in the event that one receives notification of the same matter or communication by both of the above methods, receipt will be effective on the earlier time and date of the two. So where we publish it on the Platform and you access the Platform sooner than you access your email, notice will be effective as of the date you access the Platform.



APPENDIX 1. Technical Requirements to Use the Platform

| | |
|---------------------------------|---|
| a/Operating System | Browser |
| Windows 7, 8, 10 | Google Chrome 37 and newer |
| Mac® OS X 10.8.5 and newer | Google Chrome 37 and newer |
| Android™ 4.4.4 and newer | Google Chrome 37 and newer |
| Windows XP, Vista, 7, 8 and 10. | Firefox 18 |
| Mac OS X 10.6 and newer | iPhone, iPad, iPod Touch with a front facing camera and iOS 7.1 and newer |

a/ Minimal and optimal internet connection speed: An available bandwidth of 5 mbit/s active Internet connection is sufficient to access the website.

b/ In order to access or use the Platform, via a mobile device, You must have as a minimum:

i/ iPhone version 6 or more recent, running iOS 8.0 or higher, or an Android smartphone running Android v4.2 or more recent;

ii/ a consistent 3G (or faster) data connection. For the avoidance of doubt, GPRS or EDGE connections are not suitable.

c/ For optimal access and use, and for greater security, we advise that You should use a personal –wi-fi connection, and that the wireless connection be secured with WPA-2 security, and that the device from which you access the Platform is password protected, set to lock after a short period of inactivity, and suitably protected against virus or malware.

e/ You must not attempt to gain unauthorised access to the Platform.

