

Patient Terms and Conditions

PLEASE READ THESE PATIENT TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE AND/OR APPS AND/OR PURCHASING ANY SERVICES FROM US

IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TAKING ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT YOU OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER AND NOTIFY THE RELEVANT AUTHORITIES. MYSUPPORTROOM LTD WEBSITE DISPLAYS THE SUICIDE HOTLINE IN THE EMERGENCY PAGE AND HAS AN INDEX OF NATIONAL, REGIONAL AND INTERNATIONAL RESOURCES FOR MENTAL HEALTH EMERGENCIES WHICH WE IMPORE ALL USERS OF THIS SITE TO USE WHEN FACED WITH AN IMMEDIATE OR EMERGENT CRISIS

1) Who we are and when these Patient Terms and Conditions apply

a) Welcome to our website SupportRoom.com & Mysupportroom.com (**Website**) and/or our therapy platforms including our mobile apps (together referred to as our **Apps**) all of which are operated by MysupportRoom (We). We are registered in England and Wales under company number 12554309 whose registered office is at Mysupportroom Ltd, 20-22 Wenlock Road, London, England, N1 7GU. We are not registered for VAT.

b) If you continue to browse and use our Website and/or Apps or purchase any products or services on our Apps, you are agreeing to comply with and be bound by the terms and conditions of which together with the other terms which may apply to you described below govern our relationship with you in relation to our Website and Apps. We recommend that you print a copy of these terms for future reference. If you do not agree to these terms of use, you must not use our Website or our Apps.

b) These terms cover the terms and conditions on which we provide access to Psychologists through our Apps and to any other services, digital content, or other products we provide through our Apps. References to “services” in these terms include references to all services, digital content, or other products we provide through our Apps unless the context makes clear we only mean services.

c) Other terms that apply. Our terms of use for our Website and Apps in Part I of these terms also apply to you, together any other terms and conditions stated to apply to you in Part I of these terms. Therapy sessions provided by Psychologists are subject to the terms of MysupportRoom, which you can read here www.SupportRoom.com Clause 11) of terms explains this in more detail.

d) Why you should read them. Please read these terms and conditions carefully before you order services from us. These terms tell you how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2) Our contract with you when you order services, digital content or any other products through our site

a) **How we will accept your order. Acceptance** of your order will take place when we email you to accept it or confirm an appointment with a Psychologist on an App, at which point a contract will come into existence between you and us.

b) **If we cannot accept your order.** In the unlikely event we are unable to accept your order, we will inform you of this in writing and, if you have paid for the service we cannot provide, we will arrange a refund which will usually be made within 5 to 10 business days or in some cases you will be able to use the amount paid to order sessions(s) with a Psychologist at another time or purchase other services or digital content from us using that money.

3) Your rights to make changes

a) **General.** If you wish to make a change to the services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6) Your rights to end the contract).

b) **Therapy Sessions.** You will be able to make changes (cancellation or rescheduling of video sessions) to a therapy session with a Psychologist provided you have provided at least 48 hours prior notice to the Psychologist using the App. All therapy video sessions need to be booked 48 hours in advance.

4) Our rights to make changes

a) **Minor changes.** We may make changes to our Apps for technical reasons, to change the look and feel, to reflect changes in relevant laws and regulatory requirements. These changes will not prevent you from receiving therapy using the method of communication with your Psychologist that you have chosen.

b) **More significant changes to the services or digital content and these terms.** We may need to make other changes to the services or digital content you buy on our Apps, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services or digital content paid for but not received.

c) **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

5) Providing our Services and Digital Content

a) **Therapy Sessions.** When you purchase a subscription a consumer will receive unlimited messaging therapy in the platform. The total price (which includes our fees and those of the Psychologist) for sessions and other services can be found here www.SupportRoom.com

b) **Other Services or Digital Content.** When you order any other services or digital content from us, you will usually be required to pay before we provide such services or digital content, the price for which will be stated on the page on which you place your order. We may offer a free trial period during which you are not required to pay for the services or digital content (but in respect of which these terms apply). The minimum contract duration for our subscription services is stated on the order form (usually one month or one year).

c) **We are not responsible for delays outside our control.** If our supply of the services or digital content is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services or digital content you have paid for but not received.

d) **Reasons we may suspend use of our Apps.** We may have to suspend our Apps to:

i) deal with technical problems or make minor technical changes;

ii) update an App to reflect changes in relevant laws and regulatory requirements.

e) **Your rights if we suspend use of our Apps.** In the unlikely event, we will be suspending any of our Apps, we will contact you in advance to tell you unless the problem is urgent or an emergency or for routine maintenance carried out outside of usual business hours.

f) **We may also suspend supply of the services if you do not pay.** If you do not pay us for our services when you are supposed to, we may suspend the supply of our services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of our services.

6) Your rights to end the contract

a) **When you can end your contract with us.** Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

i) If our service or digital content is faulty or misdescribed you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back), see clause 9);

ii) If you want to end the contract because of something we have done or have told you we are going to do, see clause 6)c);

iii) If you have just changed your mind, see clause 6)e) to 6)h);

iv) In all other cases (if we are not at fault and there is no right to change your mind), see clause 6)d);

v) If you don't wish to continue after your 20-minute free therapy support there is no obligation.

b) Your rights if a Psychologist cannot attend a therapy session. In the unlikely event that a Psychologist is unable to attend a therapy session that has been booked with you, you will have the right to reschedule for another time or (where you have paid in advance for the session) you will have a right to a refund.

c) Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at i) to v) below the contract will end immediately and we will refund you in full for services which have not been provided and you may also be entitled to compensation. The reasons are:

i) we have told you about an upcoming change to the services or digital content or these terms which you do not agree to (see clause 4);

ii) we have told you about an error in the price or description of the services or digital content you have ordered and you do not wish to proceed;

iii) we have told you there is a risk that supply of the services or digital content may be significantly delayed because of events outside our control;

iv) we have suspended supply of the services or digital content for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or

v) you have a legal right to end the contract because of something we have done wrong.

d) Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 6)h)), you can still end some contracts before they are completed. A contract for digital content is completed when the product is downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances (such a subscription service), just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us or, if longer, the end of the current period for which you have paid. We will refund any advance payment you have made for services which will not be provided to you.

e) Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services bought online, you have a legal right to change your mind within 14 days and receive a refund, but you are required to pay where you have received a benefit or we

have incurred a cost. These rights, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and how we extend and implement them are explained in more detail in these terms.

f) When your order is a request to provide services before the 14 day cancellation period has ended. When you order any services from us (including digital content) that are scheduled to be supplied within 16 days of the date of your order you agree that your right to cancel will be as set out below and you may not have the benefit of the full 14 day period to change your mind.

G) When you don't have the right to change your mind. You do not have a right to change your mind, even if any cancellation period provided under the Consumer Contract Regulations 2013 is still running, in respect of:

H) All direct debits will roll over monthly If your direct debit hasn't been cancelled via your bank)

7) How to end the contract with us (including if you have changed your mind)

a) Tell us you want to end the contract. If you want to end the contract with us, please let us know by doing one of the following:

i) Email us at info@supportroom.com. Please provide your name, home address, details of the session you wish to cancel and, where available, your phone number and email address.

ii) Online. Complete the form <https://supportroom.com/contact-us/> on our website.

b) How we will refund you. All refunds will be reviewed. If agreed, refunds will be paid out the bank details provided.

c) When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

8) Your Conduct and our rights to end the contract

a) Your conduct during a session with a Psychologist. You agree not to join any therapy session with a Psychologist under the influence of drugs or alcohol, or to become abusive, insulting, threatening, disruptive or act in any other manner the Psychologist considers unreasonable during the therapy session and agree that if you do so the Psychologist will be entitled to block , report or terminate the chat session. You may also be removed from the platform.

b) We may end the contract if you break it. We may end the contract with you at any time by writing to you if:

i) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, information needed to receive payment for a therapy session from your insurance provider where you are not paying for therapy sessions yourself; or

ii) you breach clause 13) of our Website Terms of Use.

c) **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8)b) we will refund any money you have paid in advance for services or digital content we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

d) **We may withdraw a service.** We may write to you to let you know that we are going to stop providing a specific service or digital content. We will let you know in advance of our stopping the supply specific service or digital content and will refund any sums you have paid in advance for services which will not be provided.

9) If there is a problem

a) **How to tell us about problems.** If you have any questions or complaints about our services or digital content, please contact us. You can write to us at Info@supportroom.com or <https://supportroom.com/contact-us/>

10) Price and payment

a) **Where to find the price for the product.** The price of the services and digital content (which includes our charges and those of the Psychologist and any VAT at the current rate) will be the price indicated on the order pages when you placed your order. Our prices for therapy sessions can be found here <https://www.SupportRoom.com> We take reasonable care to ensure that the price of the services and digital content advised to you is correct. However please see clause 10)c) for what happens if we discover an error in the price of your order.

b) **We will pass on changes in the rate of VAT.** Where VAT is chargeable, if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay unless you have already paid for the product in full before the change in the rate of VAT takes effect.

c) **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services or digital content we sell may be incorrectly priced. We will contact you if this happens. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid.

d) **When you must pay and how you must pay.** We provide immediate support for 20 mins. Generally, you must pay in full before we supply any services or digital content. For

subscription services, we accept payment using Stripe which allows you to pay using most popular credit or debit cards.

e) **When your insurance provider has agreed to pay.** In some cases your insurance provider will have agreed to pay for services. In the event, your insurance provider does not pay in full by the agreed date (or within 120 days if no date was agreed) for any services you receive you will be personally liable to pay for those services (including those provided by the Psychologists) to the extent your insurance provider has not paid for them. Some insurance providers require you to pay a percentage of the price of any therapy session and/or have an annual excess that you must pay (and such payment is referred to as an Excess); we can require you to pay any Excess at any time. If you are unsure, you should check with your insurance provider.

11) Who Provides the Services

a) **Psychologists.** We operate the platform through which Psychologists provide therapy and related services to users: we are not the providers of these services and the service provider shall at all times be the Psychologist. All of the Psychologists are employed or self-employed and are regulated by their respective regulatory bodies. Each Psychologist has agreed to a Supportroom set of terms and conditions.

b) The Psychologists are regulated. Each Psychologist is regulated by one or more of the following regulators:

i) The Health and Care Professions Council

c) **Contacting a Psychologist.** You can contact any Psychologist you have worked with by contacting us using the contact details on our website or in these terms and conditions of supply.

d) **We provide the platform.** We provide the video conferencing platform, live chat, messaging and administrative services only. We will not accept liability for any loss or damage resulting from contact with or services provided by the Psychologists. Any complaint against a Psychologist should be raised with the Psychologists in the first instance and, if necessary, escalated to their respective member organisation.

e) **We provide subscription-based self-care and other digital content.** The material accessible through the self-care subscription (and any free trial) is written by psychologists and developed and provided by us.

(f) **The Psychologist are all regulated by relevant accreditation bodies within either their current or historical country of residency.** Psychologists based outside of the UK maybe registered by authorities in their home or resident countries. In case you are

matched to a Psychologist who affiliated to an international body, the standards of treatment will be in line with the Psychologists respective country of residence and/or country of certification.

12) Our responsibility for loss or damage suffered by you

a) **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

b) **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; or where it would otherwise be unlawful to do so

c) **Digital Content.** Any digital content we supply does not constitute individual advice and furthermore we cannot guarantee that the skills and suggestions in it will work for you personally. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

d) **We are not liable for business losses.** We only supply the services and digital content for domestic and private use. If you use the services and digital content for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13) How we may use your personal information

How we may use your personal information. We will only use your personal information as set out in our privacy policy (Support privacy policy).

14) Your account and your receipt of services

- (a) You hereby confirm that you are legally able to consent to receive services, and that you are legally able to enter into a contract and we have not reason to believe otherwise.

- (b) You hereby confirm and agree that all the information that you provided in or through the App, and the information that you will provide in or through the App in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete.
- (c) You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password.
- (d) You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security by contacting us through the "Contact support" area on the platform.
- (e) You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.
- (f) You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities performed using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.
- (g) You agree and commit not to use the account or Account Access of any other person for any reason.
- (h) You agree and confirm that your use of the App, including the services, are for your own personal use only and that you are not using the App or the services for or behalf of any other person or organization.
- (i) You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the App's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.
- (j) We do not guarantee that the Psychologist with whom you matched will be a trained expert in your condition. You have the option to change Psychologists no more than once every fortnight. MSR reserves the right to ban you from our platform if you abuse the practitioner or opt to change more than three times in a 3-month period.
- (k) You agree and commit not to make any use of the App for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right including intellectual property rights; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

- (l) If you receive any file from us or from a Psychologist, whether through the App or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.
- (m) Video Sessions will last for 30 minutes (treatment). If for any reason you have not entered the virtual waiting room within 10 minutes of the start of a 30 minute session, the session will automatically end and will be deemed as a missed session.
- (n) You agree that you will not share any indecent or improper images through the App and accept that we will report you to the relevant authorities if behaviour of this nature is reported to us.

15) Other important terms

- a) We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- b) You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- c) Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- d) If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- e) Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- f) Please note that these terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you reside outside the United Kingdom you may have a right for a court in the country in which you reside to have jurisdiction, but in the absence of any such right, you agree that the courts of England and Wales will have exclusive jurisdiction.

www.SupportRoom.com