

EMOTE CARE

TERMS OF SERVICE WITH CLIENTS

Last updated: [X] September 2024

1 ABOUT US

- 1.1 **Company details.** Emote Care Ltd (company number 15244647) (“**emote Care**”, “**we**”, “**us**” and “**our**”) is a company registered in England and Wales and our registered office is at 86-90 Paul Street 3rd Floor, London, England, EC2A 4NE. We operate the online platform “emote Care” accessible via the website <https://emotecare.com/> (the “**Platform**”). You can find more information about us on our website.
- 1.2 **Contacting us.** To contact us, email our customer service team at support@emotecare.com.
- 1.3 **Our Platform and Services.** We provide products and services aimed at enhancing emotional wellbeing and mental health via the Platform. The Platform enables individuals, such as you (“**Clients**”, “**you**” and “**your**”), to connect with third party providers (“**Therapists**”) of therapy services (“**Therapy Services**”). The Therapy Services take place via the Platform. Clients can book sessions with Therapists to provide Therapy Services on agreed dates and at agreed times (a “**Booking**”). Our services to you extend only to making the Platform available to you, introducing you to Therapists via the Platform and allowing you to make Bookings for Therapy Services from them (“**Services**”).
- 1.4 **Our role.** emote Care’s role in Therapy Services is solely as a provider of the Platform whereby Clients are introduced to Therapists. We are neither a Client or Therapist nor a purchaser or seller of any of the Therapy Services.

2 OUR CONTRACT

- 2.1 **Our contract.** These terms and conditions (“**Terms**”) apply to your use of our Services as a Client and form our contract with you (“**Contract**”).
- 2.2 **Language.** These Terms and the Contract are made only in the English language.

3 SETTING UP AN ACCOUNT AND CLIENT REQUIREMENTS

- 3.1 **Eligibility criteria.** In order to set up an account on the Platform and become a Client you must be at least 18 years of age.
- 3.2 **Client requirements.** You agree:
- (a) to cooperate with us in all matters relating to the Services and comply with all Platform policies reasonably notified to you from time to time;
 - (b) that your name, phone number, image and likeness will be provided or made available to actual and potential Therapists by or on behalf of emote Care when you make a Booking or otherwise interact with Therapists on the Platform;
 - (c) to provide us with such information and materials as we may reasonably require in order to supply the Services and ensure that such information is up-to-date, true, complete and accurate in all respects;
 - (d) that you are not guaranteed to be accepted for the Platform, and emote Care reserves its right entirely to refuse or revoke your application and prevent you from having an account on the Platform;
 - (e) to adhere to all applicable laws and regulations when receiving the Therapy Services and using the Platform;
 - (f) to keep all personal information up-to-date, true, complete and accurate on the Platform, including contact information and availability;
 - (g) you have not previously been suspended or removed from the Platform and do not have more than one registered account; and
 - (h) to not engage in any behaviour or action that could harm the reputation of emote Care or its Therapists.
- 3.3 **Compatible Device.** Clients must possess a device equipped with access to the Platform in order to make Bookings and receive the Therapy Services.

4 BOOKINGS

- 4.1 **Applying for Bookings.** Subject to your compliance with this Contract, you shall be entitled at any time to respond to listing on the Platform for the provision of Therapy Services to you. You will be notified via email and/or the Platform if a Therapist has accepted your request for Therapy Services and made a Booking. We do not provide any guarantees that any of your requests for Therapy Services will be responded to by Therapists or that they will result in a Booking, and emote Care shall not be liable in any way for the same.
- 4.2 **Confirmation of a Booking.** Upon a Therapist accepting a Booking, we will send a notification to you via email and/or the Platform and, subject to the Terms of this Contract, you will be bound to receive the Therapy Services from the Therapist in accordance with the Booking upon such notification.
- 4.3 **Other terms.** If you have any specific requirements when making a Booking, you must communicate those requirements to the Therapist and ensure you document appropriately the terms of your agreement with the Therapist.

5 THE FEES AND PAYMENT

- 5.1 **Fees paid by you.** You are required to pay the Therapist's fees in exchange for the Therapy Services you receive, and such fees shall be as agreed between you and the Therapist on the Booking confirmation page (the "**Fees**"). We shall charge the Therapist a commission fee for our Services per Booking ("**Commission Fee**").
- 5.2 **How Fees are paid.** You shall pay the Fees to us at the time of making the Booking, and we shall:
- (a) deduct the Commission Fee from the Fees;
 - (b) hold the Fees (minus the Commission Fee) on your behalf pending completion of each Booking; and
 - (c) pay the Fees (minus the Commission Fee) to the Therapist on completion of the Therapy Services under the Booking.
- 5.3 **Failure to attend.** If either the Client or the Therapist fails attend a scheduled session of a particular Booking, the Booking shall be deemed cancelled by the non-attending Client or Therapist on the date of the session in accordance with clause 6. In the event the Client and the Therapist both fail to attend a scheduled session of a particular Booking, the Booking shall be deemed cancelled by the Therapist on the date of the session in accordance with clause 6.
- 5.4 **Your authorisation to us.** You hereby authorise us to:
- (a) hold the Fees for each Booking in an escrow account as agent and release the same to the Therapist only as set out in clause 5.2; and
 - (b) deduct the Commission Fee from the Fees as set out in clause 5.2.
- 5.5 **Use of third-party payment processor.** Payment processing services for Clients on the Platform are provided by Stripe ("**Payment Processor**") and are subject to the Payment Processor's terms notified to you (collectively, the "**Payment Processor Agreement**"). By agreeing to these terms or continuing to operate as a Client on the Platform, you agree to be bound by the Payment Processor Agreement, as the same may be modified by the Payment Processor from time to time. As a condition of emote Care enabling payment processing services through the Payment Processor, you agree to provide emote Care accurate and complete information about you, and you authorise emote Care to share it and transaction information related to your use of the payment processing services provided by the Payment Processor.
- 5.6 **Commission Fee increase.** We reserve the right, at any time, to increase or decrease the Commission Fee we charge to Therapists. We also reserve the right to introduce new fees, potentially payable by you, in response to evolving market conditions, operational requirements, or enhancements to the Platform.
- 5.7 **Updated account details.** You agree to provide complete and accurate billing information for all fees paid via the Platform. You further agree to promptly update billing information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

6 CANCELLATIONS

- 6.1 **Cancellation policy.** Each Booking will have one of three cancellation policies that will apply in the event either you or the Therapist wishes to cancel the Booking, as notified to you prior to placing a Booking:

- (a) 48-hour cancellation – the Client or Therapist may cancel the Booking at any time prior to 48 hours before the scheduled Booking.
- (b) 24-hour cancellation – the Client or Therapist may cancel the Booking at any time prior to 24 hours before the scheduled Booking.
- (c) Same-day cancellation – the Client or Therapist may cancel the Booking at any time prior to a specified time on the day of the Booking.

6.2 **Cancelling the Booking within the cancellation period.** If either the Therapist or the Client cancels the Booking during the designated cancellation period in clause 6.1, the Fees shall be refunded to the Client.

6.3 **Cancelling the Booking outside of the cancellation period.** If the Client cancels the Booking after the specified cancellation period in clause 6.1, the Fees (minus the Commission Fee) shall be paid to the Therapist. If the Therapist cancels the Booking after the specified cancellation period in clause 6.1, the Fees shall be refunded to the Client.

6.4 **Notification of cancellation.** You must promptly notify us via the Platform if, for any reason, you cannot attend any scheduled Booking or otherwise become unable or unavailable to receive the Therapy Services as contracted, and we shall inform the Therapist of this via the Platform and/or email. We will notify you of any Therapist cancellation of a Booking via the Platform, email and/or SMS and it is your responsibility to monitor the Platform, your emails and phone frequently.

6.5 **Rescheduling of the session by the Client.** If you wish to reschedule a session under a Booking and are within the specified cancellation period in clause 6.1, you can request in-Platform credits via the Platform, cancel the existing Booking and create a new Booking using those in-Platform credits.

7 REVIEWS

7.1 **Legitimate reviews.** You must only leave reviews on the Platform for Therapy Services where you have purchased those Therapy Services and where you are not connected with the Therapist or in any way encouraged or incentivised to post a favourable review.

7.2 **Submitted reviews.** Clients submitting a review do so in a prescribed format which may involve a free text box. The Platform may block language in Client reviews which is not permitted under our acceptable use policy (see clause 12.3), but we do not guarantee that it will do so. If, at a later day, we consider that a review breaches this Contract, we will remove the review from the Platform and inform the Client that we have done so.

7.3 **Responding to reviews.** The Therapist may respond to reviews using the functionality in the Platform, provided their response complies with our acceptable use policy. We will publish the Therapist's response below the review unless we reasonably think that it doesn't comply with the acceptable use policy (we may remove responses on this basis at any time after they have been published).

8 STANDARDS OF PERFORMANCE

We reserve the right, without liability to you, to suspend and/or deactivate your access to the Platform if you have seriously breached this Contract.

9 YOUR DETAILS

You grant emote Care the right to use any and all of the personal details you have uploaded to your profile, with or without using your name, in connection with the Services and for the purposes of connecting you to a Therapist, except to the extent expressly prohibited by law.

10 OUR RELATIONSHIP WITH YOU

10.1 **Contractual relationship with the Therapists.** You acknowledge and agree that we are not party to any contract or transaction you enter into with Therapists, nor do we have any responsibility to enforce any such contract or transaction against the Therapists.

10.2 **You contract directly with the Therapists.** You agree to receive the Therapy Services in accordance with these Terms and any other terms you agree with Therapists. You acknowledge that, in addition your obligations to us under this Contract, upon a Booking being made you will contract directly with each Therapist for the supply of the Therapy Services and, in the event of a dispute with the Therapist, your recourse is against the Therapist and not against emote Care.

10.3 **Therapy Services are your responsibility.** emote Care is not responsible or liable for the actions or inactions of a Therapist or other third party in relation to the Therapy Services provided by any Therapist.

10.4 **Status as independent contractor.** Therapists provide the Therapy Services to Clients strictly as an independent contractor, and not as an employee, worker, agent, joint venturer, partner or franchisee of

emote Care or any Client for any purpose. emote Care does not provide the Therapy Services and does not employ or engage individuals to perform said Therapy Services. emote Care's role is limited to offering the Platform as a referral tool for Clients and Therapists, facilitating payments from Clients to Therapists, acting as an independent third party to Clients and Therapists in case of any disputes between the Clients and the Therapists, and setting standards that the Therapists should follow to provide a high-quality service to the Clients.

11 DISPUTES

11.1 **Raising a dispute.** If you have an issue or complaint regarding a Therapist in connection with a Booking, you must raise a dispute no later than **7** days after the Therapy Services under that Booking have taken or are to take place. A Therapist will be required to notify us of a dispute with you no more than **7** days after the Therapy Services under that Booking have taken or are to take place. In the event that the Therapist does so raise a dispute, we shall notify you of this.

11.2 **First recourse to the Client.** You should attempt to resolve your dispute directly with the Therapist and enter into good faith negotiations with the Therapist in order to do so. If the Therapy Services were not properly performed, the Therapist will be responsible for providing a refund or reperformance of the Therapy Services as agreed with the Therapist, and, if such refund or reperformance is to take place via the Platform, this must be done with the input of our support team. If a dispute is resolved and the Therapist has confirmed to us that a refund is to be paid to the Client, we shall make such payments accordingly without any further liability to either party.

11.3 **emote Care may mediate the dispute.** In the event that you and the Therapist are unable to resolve a dispute between you directly, you can ask emote Care to mediate the dispute. We will have no obligation to mediate a dispute, and may do so only at our sole and absolute discretion. If emote Care mediates the dispute, you agree to accept our conclusion and pay any amount which emote Care determines you are liable for and, where notified by emote Care, its reasonable costs in mediating the dispute. In the course of mediating a dispute, we may ask both you and the Client to submit all such evidence and information as we reasonably require in order to reach a conclusion, and you agree to do so.

12 RIGHT TO USE THE PLATFORM

12.1 **Your right to use the Platform.** We give you the right for the term of this Contract to use the Platform solely for the purposes of accessing and using the Services in accordance with these Terms. We shall use reasonable endeavours to ensure the Platform is available, secure and functioning properly, but beyond this we cannot guarantee that the Platform will be uninterrupted, timely, secure, or error-free, or that any defects will be corrected.

12.2 **Restrictions on your use of the Platform.** You agree that you will:

- (a) not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or Services in any form, in whole or in part to any person without prior written consent from us;
- (b) not copy the Platform or Services, except as part of the normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- (c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform or Services nor permit the Platform or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and the Services on devices as permitted in these terms;
- (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or the Services nor attempt to do any such things, except to the extent permitted by law;
- (e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform or any Service.

12.3 **Acceptable use of the Platform.** You must not:

- (a) use the Platform or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform, any Service or any operating system;
- (b) infringe our intellectual property rights or those of any third party in relation to your use of the Platform or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or any Service;

- (d) use the Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) create, share, or promote any content that encourages, glorifies, or incites violence, self-harm, hate speech, or any other form of harmful behaviour;
- (f) submit false or misleading reviews relating to Therapy Services, such as posing as a genuine Client or failing to disclose the fact that Therapist has paid or otherwise incentivised the author to write them; and
- (g) collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

12.4 **Keep your password confidential.** When creating an account on the Platform, you will need to choose a username and password, which you must keep confidential at all times and not allow any third party to use your account.

12.5 **Notification of unauthorised use.** You should notify us immediately if you become aware of any disclosure or unauthorised use of your account details. You are responsible for all activity on the Platform using your account, whether authorised or unauthorised.

12.6 **Protection from illegal content.** We apply the following systems and processes (and shall apply these systems and processes consistently) to protect you and other users from illegal content on the Platform. In particular, these systems and processes are designed to: (i) minimise the length of time for which any priority illegal content is present on the Platform; and (ii) where we are alerted by a person to the presence of any illegal content, or we become aware of it in any other way, swiftly take down such content from the Platform.

(a) All users of the Platform are required to comply with our acceptable use policy, as described in clause 12.3, and other user to user restrictions set out in this Contract; and

(b) We monitor content uploaded and shared by Platform users to ensure compliance with this Contract and shall take down any non-compliant content and suspend and/or ban accounts uploading and/or sharing such content.

12.7 **If we remove your content in breach of this Contract.** You have the right to bring a claim for breach of contract against us if: (a) user-generated content which you generate, upload or share is taken down, or access to it is restricted, in breach of this Contract; or (b) you are suspended or banned from using the Services in breach of this Contract.

12.8 **Complaints and reports.** Please contact support@emotecare.com immediately if you:

(a) come across any content on the Platform you believe or suspect to be illegal content;

(b) believe we have not or are not complying with our duties under the Online Safety Act 2023, in particular with regards to illegal content, content reporting and freedom of expression and privacy;

(c) have a complaint regarding content we have taken down on the Platform;

(d) have a complaint in relation to a warning issued by us to you, a suspension or ban preventing you from using the Platform, or a restriction we have placed on your ability to use the Platform, as a result of content generated, uploaded or shared by you which we consider to be illegal content; or

(e) have a complaint in relation to the use of proactive technology on the Platform that moderates content uploaded by users.

Such reports and complaints shall be dealt with in accordance with our [Complaints and Reports Procedure available at: \[WEBSITE\]](#)

13 OUR SERVICES

13.1 **Updates.** From time to time, we may automatically update the Platform and Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

13.2 **Changes to the Services.** We will not make any changes to the Services or these Terms where such changes would materially affect your rights in respect of existing Bookings you have made.

14 Intellectual property rights

14.1 **IP rights in the Services.** All intellectual property rights in or arising out of or in connection with the Services and the Platform (other than intellectual property rights in any materials provided by you) will be owned by us.

14.2 Your licence to us. You grant us a non-exclusive, worldwide, royalty-free, sublicensable, transferable licence to use, copy, modify, host, reproduce, display and publish any content, data or information you provide to us in connection with you and the Therapy Services for the purpose of providing the Services and operating, improving and marketing the Platform in any media.

15 Personal Data

15.1 Use of your personal information. We will use your personal data that you provide to us to:

- (a) provide the Services; and
- (b) process your payment for the Therapy Services.

15.2 Privacy policy. We will process your personal data in accordance with our privacy policy, here: [INSERT LINK](#).

16 TERMINATION, CONSEQUENCES OF TERMINATION AND SURVIVAL

16.1 Termination for convenience. Where there are no outstanding Bookings to be completed, you may terminate this Contract at any time and for any reason by terminating your Platform account using the designated functionality in the Platform.

16.2 Termination. Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect, by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with insolvency;
- (d) we receive repeat or substantial complaints about you in relation to your use of the Platform and/or receipt of the Therapy Services;
- (e) we reasonably consider that our continuing to provide the Services to you could expose the Platform to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public or reflect unfavourably on the Platform's reputation or the other Clients and/or Therapists on the Platform;
- (f) we decide to stop providing the Platform or to stop offering the Services on the Platform; or
- (g) you breach clauses 3.1 (Eligibility Criteria), 3.2 (Client requirements) or 12 (Right to use the platform).

16.3 Consequences of termination. On termination of the Contract:

- (a) your right to access and use the Platform and Services shall cease, and we shall be entitled to disable your access;
- (b) any outstanding Bookings shall be treated as cancelled by you on the date of termination in accordance with clause 6;
- (c) termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

16.4 Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

17 EVENTS OUTSIDE OUR CONTROL

If our supply of the Services is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the Contract and receive a refund for any Therapy Services you have paid for in advance, but not received.

18 CHANGES TO THESE TERMS

18.1 We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce.

18.2 We will give you at least **[30]** days' notice of any change by sending you an SMS, email and/or notification via the Platform with details of the change.

18.3 If you do not accept the notified changes you will not be permitted to continue to use the Platform and the Services, and must terminate your Platform account.

19 Governing law

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.