

WEBSITE TERMS AND CONDITIONS – EMOTE CARE LTD.

Last updated 2 October 2024

These Terms and Conditions ("Terms") govern your use of the Emote Care Ltd's ("Emote Care") website: <https://emotecare.com/> ("Website"). Your use of our digital mental health marketplace platform and services accessible via the Website shall be governed by the applicable platform terms and conditions presented to you when you sign up as a therapist or a client ("Platform Terms"). In the event of a conflict between these Terms and the Platform Terms, the Platform Terms shall prevail.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. BY ACCESSING OR USING THE WEBSITE AND/OR BY REGISTERING FOR AN ACCOUNT ON THE WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY WHICH IS INCORPORATED INTO THESE TERMS BY REFERENCE. THESE TERMS APPLY TO ALL VISITORS, USERS, AND OTHERS WHO REGISTER FOR OR OTHERWISE ACCESS THE WEBSITE ("USERS").

These Terms constitute a legally binding agreement made between you and us, concerning your access to and use of the Website. You agree that by accessing and using the Website, you have read, understood, and agreed to be bound by all of these Terms. If you do not agree with any or all of these Terms, then you are expressly prohibited from using the Website and you must discontinue use immediately. These Terms may be updated from time to time, and you are encouraged to review them periodically to stay informed about any changes. Your continued use of the Website after any modifications to the Terms will constitute your acceptance of those changes.

1. OUR SERVICES

Emote Care provides a digital mental health marketplace that enables therapists and clients to connect, exchange services, and access essential tools and resources. The core services offered by Emote Care include:

- **Mental Health Marketplace:** Emote Care facilitates therapists to provide mental health care services to clients. Clients can also search for therapists, schedule appointments, and receive mental health services from registered professionals.
- **Administrative and Practice Tooling:** Therapists can utilize our platform for administrative and practice management purposes. This may include appointment scheduling, documentation, billing, and other tools to enhance their practice.
- **Wellbeing Tooling:** Clients are provided with access to wellbeing tools and resources that may assist them in improving their mental health and overall wellbeing.

2. INTELLECTUAL PROPERTY RIGHTS

2.1. **Our Intellectual Property:** We are the owner or the licensee of all intellectual property rights to the Website, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Website (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks'). Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition

laws) and treaties in the United Kingdom and around the world. The Content and Marks are provided in or through the Website 'AS IS' for use in accordance with these terms.

2.2. Your use of our Website: Subject to your compliance with these Terms, we hereby grant you a non-exclusive, non-transferable, revocable licence to access and use the Website. Except as set out in this section or elsewhere in our Terms, no part of the Website and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. If we ever grant you the permission to post, reproduce, or publicly display any part of our Website or Content, you must identify us as the owners or licensors and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content. We reserve all rights not expressly granted to you in and to the Website, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Terms and your right to use our Services will terminate immediately.

2.3. Your Submissions and User Content: Please review this section carefully prior to using our Website to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Website. By inputting any inquiry into the Website, or directly sending us any question, comment, suggestion, idea, feedback, or other information about the Website ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. By posting any Submissions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retile, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Submissions (including, without limitation, images, names, and voices) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Submissions, and to sublicense the licences granted in this section. You are responsible for what you post or upload: By sending us Submissions through any part of the Website, you confirm that you have read and agree with these Terms specifically the 'Prohibited Activities' and will not post, send, publish, upload, or transmit through the Website any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

2.4. Copyright infringement: We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately refer to the 'COPYRIGHT INFRINGEMENTS' section below.

3. USER REPRESENTATIONS

By using the Website, you represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete; (b) you will maintain the accuracy of such information and promptly update such registration information as necessary; (c) you have the legal capacity and you agree to comply with these Terms; (d) you are not a minor in the jurisdiction in which you reside; (e) you will not access the Website through automated or non-human means, whether through a bot, script or

otherwise; (f) you will not use the Website for any illegal or unauthorised purpose; and (g) your use of the Website will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

4. PLATFORM USAGE AND PROHIBITED ACTIVITIES

Users are responsible for their interactions and activities on Emote Care. This includes but is not limited to how they interact with the Website. Users are expected to engage with respect and courtesy in all interactions within the Emote Care community. This encompasses interactions with other Users, platform administrators, and the content on the Website. Disparaging, offensive, or discriminatory conduct, including but not limited to hate speech, harassment, and personal attacks, is strictly prohibited. Users must adhere to the guidelines, rules, and policies outlined by us. These guidelines are established to create a safe and productive environment for all Users. You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a User of the Website, you agree not to:

- a. Systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- b. Trick, defraud, or mislead us and other Users, especially in any attempt to learn sensitive account information such as User passwords.
- c. Overuse or overburden the Website by sending excessive queries, which could potentially hinder the experience of other Users.
- d. Circumvent, disable, or otherwise interfere with security-related features of the Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein.
- e. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website. Use any information obtained from the Website in order to harass, abuse, or harm another person.
- f. Make improper use of our support services or submit false reports of abuse or misconduct.
- g. Use the Website in a manner that is illegal or inconsistent with any applicable laws or regulations.
- h. Engage in unauthorised framing of or linking to the Website.
- i. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website.
- j. Engage in any automated use of the Website, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- k. Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another User or person or use the Username of another User.
- l. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear

graphics interchange formats ('gifs'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'PCMS').

- m. Interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website.
- n. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of our services.
- o. Attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion thereof. This includes Soliciting Emote Care Users to use services outside of the Website.
- p. Copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- q. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of our services.
- r. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or use or launch any unauthorised script or other software.
- s. Use the Website as part of any effort to compete with us or otherwise use the Website and/or the Content for any revenue-generating endeavour or commercial enterprise.

Violations of these provisions may result in consequences such as warnings, suspension, termination of the User's account, or even legal proceedings.

5. USER GENERATED CONTENT

The Website may allow you to chat, contribute to, or participate in message boards, and other functionalities, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or other Users on the Website, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, User Content). User Content may be viewable by other Users of the Website and through third-party websites. As such, any User Content you transmit may be treated as non-confidential and non-proprietary unless otherwise stated. When you post any User Content, you thereby represent and warrant that:

- a. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of the User Content do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- b. You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the Website, and other Users of the Website to use the User Content in any manner contemplated by the Website and these Terms.
- c. You have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Website and these Terms.

- d. The User Content is not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- e. The User Content are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- f. The User Content does not ridicule, mock, disparage, intimidate, or abuse anyone.
- g. The User Content is not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- h. The User Content does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party.
- i. The User Content does not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- j. The User Content does not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

Any use of the Website in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Website.

6. USER CONTENT LICENCE

By posting the User Content to any part of the Website, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such content for any purpose, commercial, advertising, or otherwise. We do not assert any ownership over the User Content. You retain full ownership of all of the User Content and any intellectual property rights or other proprietary rights associated with the User Content. We are not liable for any statements or representations in the User Content provided by you in any area on the Website. You are solely responsible for the User Content you post on the Website and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding the User Content. We have the right, in our sole and absolute discretion, (a) to edit, redact, or otherwise change any User Content; and (b) to pre-screen or delete any User Content at any time and for any reason, without notice. We have no obligation to monitor the User Content.

7. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (a) monitor the Website for violations of these Terms; (b) take appropriate legal action against anyone who, in our sole discretion, violates these Terms, (c) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of the User Content or any portion thereof; (d) in our sole discretion and without limitation, notice, or liability, to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (e) otherwise manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website.

8. PRIVACY

We care about privacy and security of our User's data and process data in accordance with the applicable data protection regulations including without limitation the General Data Protection Regulations (GDPR) 2016 and the Data Protection Act 2018. To find out how your data is being processed, kindly review our Privacy Policy available [\[LINK\]](#). By using the Website, you agree to be bound by our Privacy Policy, which is hereby incorporated into these Terms. Please be advised the Website is hosted in the United Kingdom. If you access the Website from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in United Kingdom, then through your continued use of the Website, you are transferring your data to United Kingdom, and you expressly consent to have your data transferred to and processed in United Kingdom. Further, we do not knowingly accept, request, or solicit information from children. Therefore, if we receive actual knowledge that anyone under the age of 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the website as quickly as is reasonably practical.

9. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify us using the contact information provided below. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright or that of a third party, you should consider first contacting a solicitor.

10. TERM AND TERMINATION

These Terms shall remain in full force and effect while you use the Website. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Website (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for a violation of these Terms, breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. We may terminate your use of the Website or delete your account and any User Content or information that you posted at any time, without warning, in our sole discretion. If we terminate or suspend your account for any of the foregoing, you may be prohibited from registering and creating a new account under your name, a different name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action for a breach of these Terms.

11. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Website. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Website. We cannot guarantee that the Website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website during any downtime or

discontinuance of the Website. Nothing in these Terms will be construed to obligate us to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.

12. COMPLAINTS PROCEDURE

We are committed to providing exceptional service and addressing any concerns or issues our Users may encounter. To facilitate the resolution of disputes or complaints, we have established a structured process:

- a. In the event of an issue or dispute, your first step should be to contact our dedicated Customer Support team. They are here to assist you in addressing your concerns and resolving any problems you may encounter.
- b. Upon receiving your initial inquiry or issue, our Customer Support team will often initiate an internal review. During this phase, they will work diligently to troubleshoot and resolve the problem directly, ensuring that your experience with Emote Care is as smooth as possible.
- c. If, after your initial contact with our customer support team, your issue remains unresolved or you are not entirely satisfied with the proposed resolution, you have the option to request escalation. This escalation process may involve direct communication with a supervisor or manager within our Customer Support department, who will work to provide a higher level of assistance and oversight.
- d. In the event that internal escalation within our customer support department does not lead to a satisfactory resolution, you have the option to formally submit a complaint or dispute. This formal submission process often includes completing a designated online form or sending a detailed email outlining the specific issue you are facing. Providing comprehensive information about the matter at hand is vital to help us better understand and address your concerns.

We take all complaints and disputes seriously and aim to resolve them in a fair and efficient manner. Our goal is to ensure that you have a positive experience while using our Website, and we will support you throughout this process.

13. CORRECTIONS

There may be information on the Website that contain typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and several other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website at any time, without prior notice.

14. DISCLAIMER

Emote Care operates as a digital mental health marketplace that facilitates the connection between therapists and clients seeking mental health support. Our platform enables therapists to offer their services to clients, fostering a marketplace for mental health care. Emote Care acts as a facilitator for this connection. Emote Care explicitly states that it is not a substitute for professional mental health services. Therapists using the Emote Care platform are independent providers responsible for their own therapy or counselling services. Emote Care does not provide therapy services directly. Clients using Emote Care acknowledge that the platform serves as a connecting tool, linking them with therapists, but it does not replace the services offered by qualified mental health professionals. Therapists acknowledge that they are responsible for the therapy or counselling services they provide. Emote Care does not control,

manage, or deliver therapy sessions. Emote Care accepts no liability for the quality, effectiveness, or outcomes of therapy or counselling services provided by therapists. Users engage with therapists at their own discretion. Users understand that Emote Care functions as a marketplace, and any issues related to the quality or nature of services should be addressed directly with the respective therapist. Emote Care is not an emergency service. In case of urgent mental health concerns or emergencies, Users are advised to contact local emergency services or a qualified mental health professional. Therapists and clients using Emote Care are expected to comply with legal and ethical standards relevant to mental health services. Emote Care is not responsible for any violations of such standards.

THE WEBSITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE WEBSITE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (E) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

15. LIMITATIONS OF LIABILITY

Whether you are a consumer or a business user: (a) 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 and for fraud or fraudulent misrepresentation); and (b) different limitations and exclusions of liability will apply to liability arising as a result of your use of our Platform, which will be set out in our Platform Terms.

If you are a business user: (a) we exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any Content on it; (b) we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our Website, or use of or reliance on any content displayed on our Website; and (c) in particular, we will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

If you are a consumer user: (a) we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that 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 that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16. INDEMNIFICATION

You agree to indemnify and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand (including reasonable attorneys' fees and expenses) arising out of or related to (a) your misuse of the Website; (b) your violation of these Terms; (c) your violation of any rights of another individual or entity; (d) your use of any information obtained from the Website; (e) any content you submit, share, or transmit on or through the Website; (f) your violation of the rights of a third party, including but not limited to intellectual property rights and (g) any harm or damage incurred by third parties as a result of your actions. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

17. USER DATA

We may retain certain data that you transmit to the Website for the purpose of managing the performance of our services, as well as data relating to your use of the Website. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Website. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

18. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE WEBSITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

19. CHANGES TO THESE TERMS

We reserve the right to modify or update these Terms at any time. Any changes made to these Terms will become effective immediately upon their posting on our Website or by other communication channels. It is your responsibility to review these Terms periodically for any updates or modifications. If you continue to use the Website after any changes to these Terms, it will signify your acceptance of the modified terms. If you do not agree with the updated terms, you may choose to discontinue your use of the Website and the Website. We may also provide you with notice of any significant changes to these Terms via e-mail or other appropriate means. Such notice will specify the nature of the changes and the effective date. Your continued use of the Website following the receipt of such notice constitutes your agreement to the revised terms.

20. GOVERNING LAW AND JURISDICTION

If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. 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 a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

21. MISCELLANEOUS

These Terms and any policies or operating rules posted by us on our Website or in respect to our services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of our Website. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms and the lack of execution by the parties hereto to these Terms.

22. BINDING EFFECT

These Terms constitute a legally binding agreement between you and us, governing your access and use of our Website. Your use of the Website is subject to compliance with these Terms, as well as our Privacy Policy and any other guidelines or policies referenced herein. These Terms are applicable to all Users (including clients and therapists), visitors, and others who access or use our Website. Please review these Terms carefully to ensure your understanding of your obligations, rights, and responsibilities when using the Website. Your access to and use of our services imply your acceptance of these Terms. If you have any concerns or disagreements with any part of these Terms, please do not proceed with using our services.

23. CONTACT US

If you have any questions about these Terms or our services and Website, please contact us by sending an email to info@emotecare.com or Support@emotecare.com or through the "Contact Us" page on the Website.