

## **END-USER LICENCE AGREEMENT**

### **PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

### **WHO ARE MINDWORK AND WHAT DOES OUR END-USER LICENCE AGREEMENT DO?**

We are MindWork Therapy Ltd, a limited company registered in England and Wales under company registration number 13731581 and our registered office is at Cliff Farmhouse, The Cliff, Ingham, Lincoln LN1 2YQ (referred to as **MindWork, we, us** or **our**).

We are the owner and operator of the MindWork website, [www.MindWork.me](http://www.MindWork.me) and the services, therapy and content we make available through the website and any updates or supplements to it (**MindWork.me**). We license you the right to use MindWork.me as permitted in these terms.

### **YOUR PRIVACY**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy [[LINK TO MINDWORK PRIVACY POLICY](#)] and it is important that you read that information.

Your use of MindWork.me will not be shared with your employer. Our services are intended to be confidential and the information shared during MindWork sessions will be treated as such. MindWork will only inform your employer how many MindFit therapy sessions have taken place during a month, we will not give your employer the details of any employees who have attended MindFit therapy sessions.

Please note that where you have multiple MindFit therapy sessions with a MindWork therapist, the therapist may keep notes relating to the therapy sessions, but these notes will be treated confidentially in accordance with BACP guidelines.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using MindWork.me may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. However, MindWork do take all appropriate measures to ensure that MindWork.me is confidential for our users including by using end to end encrypted video software.

### **SUPPORT FOR MINDWORK.ME AND HOW TO TELL US ABOUT PROBLEMS**

If you want to learn more about MindWork.me or have any problems using it or think MindWork.me is faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at [hello@mindwork.me](mailto:hello@mindwork.me).

If we have to contact you we will do so by email, telephone or by SMS, using the contact details you have provided to us within MindWork.me.

So that we can offer you the most appropriate service, you must ensure that all the information you supply to us through MindWork.me is true, accurate, complete and not misleading. You can update your details at any time by emailing us at [hello@mindwork.me](mailto:hello@mindwork.me).

## **YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE MINDWORK.ME**

You must be 18 or over to accept these terms and use MindWork.me.

MindWork.me is directed to people residing in the United Kingdom. We do not represent that content available on or through MindWork.me is appropriate for use or available in other locations.

## **CHANGES TO THESE TERMS**

There may be reasons why we have to change our terms. We will usually give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next access MindWork.me. Every time you wish to use MindWork.me please check these terms to ensure you understand the terms that apply at that time.

These terms were most recently updated on 4<sup>th</sup> February 2022

## **HOW MINDWORK.ME WORKS**

MindWork.me is designed to enable you to obtain mental health support from professional and licensed MindWork therapists during the hours stipulated on MindWork.me or otherwise notified to you by MindWork.

You agree that your contact with MindWork therapists will only be through MindWork.me. MindWork therapists are not permitted to ask you to sign up to their private therapy practice (where applicable) and you shall not (where applicable) ask to join their private practice.

In our experience, those individuals who approach a session with us in an open manner get the most benefit, so please be prepared and treat each session as an opportunity for personal growth. This includes ensuring you are on time and that you are seated in a private space, with good internet connectivity. We are aware problems can arise but wherever possible please be early and test your local connection.

If you wish to cancel a session with a MindWork therapist, we kindly request that you provide us with at least 24 hours prior notice. We will work with you to reschedule the cancelled session to a more convenient date.

If you wish to close your user account, you can do so at any time by sending an email to [hello@mindwork.me](mailto:hello@mindwork.me) requesting removal from our database. We will endeavour to respond within two working days.

## **UPDATES TO MINDWORK.ME**

From time to time we may automatically update MindWork.me to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

We do not guarantee that MindWork.me will be secure or free from bugs or viruses.

If MindWork.me is not available at any time, either due to a planned or unplanned outage of MindWork.me, PLEASE DO NOT DELAY SEEKING MEDICAL HELP if you think you may need it. We are not responsible for not providing our service in a timely manner, whatever the reason for us not being able to provide a timely service. We do not promise that MindWork.me will be available continuously or that you will be able to talk with any specific MindWork therapist.

We recommend that you back up any content and data used in connection with MindWork.me, to protect yourself in case of problems with MindWork.me.

## **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using MindWork.me, you agree to us collecting and using technical information about the device that you are using (for example, your device type and operating system) and related software, hardware and peripherals to improve MindWork.me.

## **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES' CONTENT**

Where MindWork.me contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## **RESTRICTIONS ON USE**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, MindWork.me in any form, in whole or in part to any person without prior written consent from us;

- not reproduce, duplicate or copy MindWork.me, except as part of the normal use of MindWork.me or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of MindWork.me, nor permit MindWork.me or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use MindWork.me on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of MindWork.me nor attempt to do any such things, except to the extent that (by law) such actions cannot be prohibited because they are necessary to decompile MindWork.me to obtain the information necessary to create an independent program that can be operated with MindWork.me or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
  - is not used to create any software that is substantially similar in its expression to MindWork.me;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable local, national or international law or regulation, including technology control or export laws and regulations that apply to the technology used or supported by MindWork.me.

## HOW YOU CAN USE MINDWORK.ME

You must not:

- use MindWork.me 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 MindWork.me, or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of MindWork.me, including by the submission of any material (to the extent that such use is not licensed by these terms);
- act inappropriately, abusively or aggressively to any MindWork therapist or during any MindFit therapy session;
- transmit any material that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - facilitates illegal activity;
  - depicts sexually explicit images;
  - promotes unlawful violence;
  - is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - is otherwise illegal or causes damage or injury to any person or property;
- interfere with, damage or disrupt:
    - any part of MindWork.me;
    - any equipment or network on which MindWork.me is stored;
    - any software used in the provision of MindWork.me; or
    - any equipment or network or software owned or used by any third party;
  - use MindWork.me in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
  - transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
  - collect or harvest any information or data from MindWork.me or our systems or attempt to decipher any transmissions to or from the servers running MindWork.me.

We reserve the right to restrict access to certain areas of MindWork.me, or indeed the whole MindWork.me platform, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on MindWork.me.

Your safety and security is of paramount importance to us. Except for MindWork therapists who are self employed contractors engaged by MindWork, we are not responsible for the conduct or behaviour of any individual who uses MindWork.me and do not carry out criminal background checks on any users.

We will never ask you to provide any financial information (e.g. credit card or bank details) and you should not disclose such information to any other user of MindWork.me.

#### **INFORMATION RECEIVED THROUGH MINDWORK.ME**

All of our MindWork therapists are members of the British Association for Counselling & Psychotherapy (**BACP**) and practice within BACP guidelines (including in relation to client confidentiality) or a similar regulatory body. MindWork provides supervision for all of our therapists, in line with the guidelines provide by the BACP.

MindWork does not act as a health care provider, nor are we a crisis, advice or medical treatment service provider. We are a company that wish to enable access to users to supportive MindWork therapists who are there to provide you with the advice and support that they are qualified to deliver. MindWork.me aims to connect our users with MindWork therapists to obtain support. We do our best to ensure that all MindWork therapists are vetted and trained to be able to provide the best mental health services that they can, however MindWork therapists are not employed by MindWork and are independent therapists who give advice of their own accord, as such MindWork must highlight the following two points to you:

- MindWork does not accept any responsibility for what takes place during MindFit therapy sessions. Your sessions are confidential and will take place between yourself and your MindWork therapist. Whilst we strive to provide you with only the best support we can, some advice or guidance given to you by MindWork therapists may not be appropriate or suitable for you or your current situation. All of our MindWork therapists are highly trained and highly supportive and just want to provide you with the best care that they can but such is the nature of therapy that not every session will provide you with the best results. Just because we use a MindWork therapist to provide you support on MindWork.me, this does not imply that anything said or done by the MindWork therapist is representative of MindWork. There is no guarantee that MindFit therapy sessions will resolve any mental health issues you may be facing and if you are struggling to cope with your mental health issues we would always advise that you speak to your Doctor or a registered medical professional. The one piece of advice we will give you is to be as open and honest when attending your MindFit therapy sessions, our MindWork therapists are there to help you and the more you tell them, the more they can try and help.
- MindWork does not accept any responsibility for actions you take or do not take following a MindFit therapy session. Our MindWork therapists are there to provide you with guidance and support, what users choose to do with such support is at the risk of the user. Similarly, any reliance on guidance and support given in a MindFit therapy session is done so at the users risk. MindWork provides access to MindWork therapists but are not a mental health support service.

Never use MindFit therapy sessions as an alternative to medical advice, similarly do not delay receiving medical advice from your Doctor or other qualified healthcare therapist as a result of any MindFit therapy session,

**YOU SHOULD NEVER USE MINDWORK.ME, MINDFIT THERAPY SESSIONS OR ANY SERVICE PROVIDED BY MINDWORK IF YOU REQUIRE EMERGENCY MEDICAL NEED OR ARE THINKING ABOUT SUICIDE, SELF-HARM OR ACTIONS THAT MAY CAUSE HARM TO YOU OR ANYONE AROUND YOU. IN THE EVENT THAT YOU ARE UNDERGOING ANY OF THE ABOVE YOU MUST CONTACT THE EMERGENCY SERVICES IMMEDIATELY.**

**PLEASE NOTE THAT MINDWORK AND OUR THERAPISTS MAY BE REQUIRED TO DISCLOSE ANY INFORMATION REVEALED BY YOU DURING A MINDFIT THERAPY SESSION THAT RELATES TO ANY OF THE FOLLOWING;**

- **TERRORISM OR TERRORISM RELATED OFFENCES;**
- **AN IMMEDIATE HARM TO YOURSELF OR OTHERS;**
- **FEMALE GENITAL MUTILATION; OR**
- **ANY INFORMATION THAT IS REQUIRED TO BE DISCLOSED BY LAW**

**AND MINDWORK RESERVES THE RIGHT TO DISCLOSE THIS INFORMATION TO WHOEVER THEY DEEM FIT OR BEST SUITED TO DEAL WITH THE SITUATION.**

Our therapists may also disclose information revealed in Mindfit therapy sessions to their professional supervisors when discussing their work. There is a requirement for therapists in the UK to have supervision, but this disclosure will be done so anonymously and your identity will not be revealed. Similarly, our therapists may disclose information revealed in Mindfit therapy sessions where they are referring you to another professional for your benefit or sharing basic information with a health professional that relates to your care.

**To the extent that you are a consumer (see below), nothing in this section ‘Information received through MindWork.me’ shall limit or otherwise affect your legal rights.**

#### **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in MindWork.me (including any content created by us which is displayed on MindWork.me) throughout the world belong to us (or our licensors) and the rights in MindWork.me are licensed (not sold) to you. You have no intellectual property rights in, or to, MindWork.me other than the right to access and use it in accordance with these terms.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

In this section of these terms, you will have different rights depending on whether you are deemed to be acting in the capacity of a business client or a consumer. You are a consumer if: (a) you are an individual; and (b) you are dealing with us wholly or mainly for purposes not connected with your trade, business, craft or profession.

If you are a consumer, the following provisions shall apply:

**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 these terms 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 you accepted these terms, both we and you knew it might happen.

**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 or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages your device or digital content belonging to you, 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 (where applicable) or to have in place the minimum system requirements advised by us.

**We are not liable for business losses.** MindWork.me is not for commercial use. If you use MindWork.me for any commercial, trading or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If you are a business client, the following provisions shall apply:

We shall not in any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, arising under or in connection with these terms for:

- loss of profits, sales, business, or revenue (whether direct, indirect or consequential);
- business interruption (whether direct, indirect or consequential);
- loss of anticipated savings (whether direct, indirect or consequential);
- loss of use or corruption of software, data or information (whether direct, indirect or consequential);
- loss of business opportunity, goodwill or reputation (whether direct, indirect or consequential);
- any other indirect, special or consequential loss.

All legal obligations which may be implied or incorporated into these terms by law or regulation are expressly excluded to the extent permitted by law. We have tried to make these terms sufficiently comprehensive and clear and we do not wish any other terms to be implied.

Except for those items which we are unable to exclude our liability for (as set out below), our total liability to you shall not exceed £[AMOUNT].

Nothing in these terms shall limit or exclude our liability for:

- death or personal injury resulting from our negligence;
- fraud or fraudulent misrepresentation;



- any other liability that cannot be excluded or limited by English law.

## **WHAT HAPPENS IF YOU BREAK OUR TERMS**

We may end your rights to use MindWork.me at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use MindWork.me:

- you must stop all activities authorised by these terms, including your use of MindWork.me;
- you must delete or remove MindWork.me from the device and all other devices in your possession and immediately destroy all copies of MindWork.me which you have and confirm to us in writing that you have done this; and
- we will disable your access to MindWork.me or delete your account so that you can no longer use MindWork.me.

## **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.

## **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 in writing.

## **NO RIGHTS FOR THIRD PARTIES**

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms.

## **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.

## **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

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.

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you hereby agree to submit to the exclusive jurisdiction of the English Courts. Where you are a consumer, nothing in these terms shall prevent you from bringing legal proceedings in your country of residence.