

THILLOW TERMS & CONDITIONS

Thank you for visiting our website. You must be over 18 to use this service. The following are the Terms and Conditions (the "Agreement") for the access and use of any person ("User", "Client" or "you") in an online platform through which counselling, therapy, consulting, professional advice and any other information are provided (collectively the "Platform").

This website is owned and operated by Thillow Limited incorporated in England and Wales under company number: 12526465. Our registered office is located at: 85 Great Portland Street, London, W1W 7LT, England. The Platform: <http://www.thillow.co.uk/> may be provided, be accessible or be available via multiple websites, devices, platforms, and other means.

When the terms "we", "us", "our" or similar are used in this Agreement, they refer to Thillow Limited (the "Company"), the shareholders, directors, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors of the aforementioned.

By accessing or using the Platform, or by clicking a button or a box indicating that you have read and agree to the terms of use, you are entering into this Agreement.

You should read this Agreement carefully before starting to use the Platform. If you do not agree to be bound to any term of this Agreement, you must not use the Platform.

1. The Therapists and Therapist Services

- a. The Platform enables you to use the ("Therapy Services") to communicate with a therapist, counsellor, psychotherapist, psychiatrist, or psychologist referred to as (Therapist) who access and use the Platform.
- b. Therapists are not our employees and the provision of any of the services by a Therapist shall be directly between you and the Therapist.
- c. You and the Therapist are solely responsible for the conversations, which occur while a Therapist is providing any services.
- d. We have no control over, nor do we guarantee any actions that you may decide to take as a result of using our site and services and by using them you agree that You will not hold Us responsible for

any damage arising as a result of actions taken by Customers in response to Services such as:

- advice provided by Therapists;
- the truth or accuracy of feedback, Ratings, or other Content posted by Users or Thillow employees;
- the ability of Therapists to provide Services and advice;
- incorrect use by You of the Service

e. We make no representation or warranty whatsoever as to the willingness or ability of a Therapist to give advice.

f. We make no representation or warranty whatsoever as to whether you will find the Therapist Services relevant, useful, correct, relevant, satisfactory, or suitable to your needs.

g. We do not control the quality of the Therapist Services and we do not determine competence, background or whether a Therapist is categorized correctly.

h. In order to list their Therapist Services on The Platform, we initially verify Therapist qualifications and ask to see an Enhanced Criminal Disclosure and Public Liability Insurance.

It is your responsibility to conduct independent verification regarding any Therapist that provides you with Therapist Services (whether through the Platform or not) and we recommend that you will conduct this verification prior to communicating with any Therapist through the Platform and on a continuous basis as you use the Platform.

Your relationship relating to the Therapist Services is strictly with the Therapist.

We are not involved in any way with the actual substance of that relationship or any part of the Therapist Service (whether provided through the Platform or not), and we do not validate or get involved in any of the Therapist Services.

2. Use of the Platform

a. You agree, confirm and acknowledge that although the Therapist may provide the Therapist Services through the Platform, we cannot assess whether the use of the Therapist, the Therapist Services or the Platform is right and suitable for your needs.

b. The Platform does not include the provision of medical care, mental health services or other professional services.

c. The Platform is not intended for diagnosis or information regarding which drugs or treatment may be appropriate for you and should be disregarded if this advice is delivered through the Platform.

d.

If you need immediate support with your mental health, and worried about your safety, you can call 999 or head to A&E, or call your local crisis team if you have their number. If you don't think you need emergency support but you still need help, you can call NHS 111 (or NHS Direct 0845 46 47 if you're based in Wales) or arrange an emergency appointment with your doctor.

e. You acknowledge and agree that the Platform is not designed for use in any of the above circumstances and you must not use the Platform in any of the above cases.

f. As operators of the Platform, our role is strictly limited to facilitating the communication between you and the Therapist and to enable the provision of the Therapist Services. It is up to you to consider and decide whether these services are appropriate for you or not.

g. All material on The Platform is presented for the purpose of education and free exchange of ideas and speech. It is provided for your information only and may not be construed as any kind of advice or instruction related to any area of your life, and particularly those related to health, law or finance.

h. We strongly advise you that you should not take any action, nor desist from taking any action, based solely on the contents of what you might read here. If you have any concerns related to your health, the law or finance, you should always consult a suitably qualified and licensed professional.

i. We would like to make it very clear that no material on The Platform is intended to diagnose any physical or mental condition. In the event that you take any action based on any information that you might read here, we assume no responsibility or liability of any kind.

j. We also want to make it clear that the author of and contributors to this Platform are not qualified medical professionals, nor do they hold any qualifications in law or finance and make no claims to this regard.

k. References or links on the Platform to any non-government entity, product, service or information do not constitute endorsements or recommendations.

l. The Platform is not responsible for the content of any 'off site' web pages linked to or referenced in this site. You are welcome to follow the links and visit the various websites and determine for yourself whether any product, service, or information they offer is right for you.

m. Use of such third-party services or purchase of any third-party products is on their terms and the contract for use of the third-party website is between you and the third party.

n. You must not use the Platform in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

o. You must not use the Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

p. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

q. You must not use the Platform for any purposes related to marketing without our express written consent.

3. Indemnification

a. You agree to indemnify, defend, and hold harmless Thillow Limited, its affiliates, officers, directors, employees, consultants, and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to lawyer fees) arising from your use of the Platform, your violation of the Terms of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. The Terms of Use will inure to the benefit of Thillow Limited's successors, assigns, and licensees.

- b. You agree, confirm and acknowledge that we do not review, refer, endorse, recommend, verify, evaluate or guarantee any services provided by the Therapists using the Thillow platform, and nothing shall be considered as a referral, endorsement, recommendation or guarantee of any therapist.**
- c. We do not warrant the validity, accuracy, completeness, safety, legality, quality, or applicability of the content or anything said or written by any therapist, or any advice provided.**
- d. You agree, confirm and acknowledge that the Platform is provided “as is” and you will not have any claim or demand against us. The use of the Platform is at your sole risk.**

4. Limitation of Liability

- a. We hold no liability if connection with the Platform becomes unavailable or any damages, harm or injury arising from or related to the Platform the Therapist or the Therapist Services.
- b. We do not accept any liability for any injury, loss, costs, damage, or false information given to receive therapy from external websites linked to this website.
- c. We hold no responsibility to a user's telephone, a user's computer system, tablet, software data or technical difficulty occurring in connection to this website.
- d. We hold no responsibility and hold no liability in regard to any computer viruses or corruption to any individual client's computer or device.
- e. We do not assume and will not be liable for the accuracy of the Platform
- f. In the event of a dispute regarding any transaction conducted via the Platform, you hereby relieve us from all manner of actions, claims, or demands and from any and all losses (direct, indirect, incidental, or consequential), damages, costs, or expenses, including, without limitation, court costs and lawyer fees, which you may have against a Therapist or the Therapist Service.
- g. You agree, confirm and acknowledge that we shall not be liable to you or to any third party for any indirect, incidental, consequential, special, punitive or exemplary damages.

h. You further agree, confirm, and acknowledge that our aggregate liability for damages arising with respect to the Agreement and any or all use of the Platform will not exceed the total amount paid by you for the last booking through the platform.

This section (limitation of liability) shall survive the termination or expiration of the Agreement.

5. Modifications, Termination, Interruption and Disruptions to the Platform

- a. You agree, confirm, and acknowledge that we may modify, suspend, disrupt or discontinue the Platform, any part of the Platform or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you.
- b. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.
- c. For the removal of any doubt, we may terminate or prevent your use of the Platform and any services provided by through the Platform (including but not limited to Therapist Services) at our sole discretion for any reason and for any period of time.
- d. The Platform depends on various factors such as software, hardware and tool, either our own or those owned and/or operated by our contractors and suppliers. We do not guarantee that the Platform will be uninterrupted or that it will be secure, consistent, timely or error-free.

6. Notices

We may provide notices or other communications to you regarding this agreement or any aspect of the Platform, by email to the email address that we have on record mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to <mailto:info@thillow.co.uk>

7. Privacy Policy

By agreeing to this Agreement you are also agreeing to the Terms & Conditions of the Platform Privacy

Policy available <mailto:privacypolicy@thillow.co.uk>(the “Privacy Policy”)

Our Privacy Policy sets out how we comply with European Union data protection requirements. This applies to use of all services on our site. We are committed to respecting your privacy. We have structured the Platform so that, in general, you can visit the Platform without identifying yourself or revealing any personal information. Once you choose to provide us with any information by which you can be identified, you can be assured that it will only be used in accordance with this privacy policy.

The Privacy Policy is incorporated into and deemed a part of this Agreement. The same rules that apply regarding changes and revision of this Agreement also apply to changes and revision of the Privacy Policy.

8. Your account and password

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must keep that information confidential. You must not reveal it to any third party.

We can disable any user identification code, or password at any time if in our reasonable opinion, you have failed to maintain our terms of use.

If you think someone has access to your identification code or password, you must notify us immediately by sending an email to <mailto:info@thillow.co.uk>

9. Testimonials

If you provide us with a testimonial for any of the services on the Platform, we reserve the right to use them for marketing or advertising purposes. We may need to shorten what you say, but we will never change it to alter the meaning. We will use your first name and protect all other aspects of your identity.

10. Refund & Cancellation Policy

Our Platform allows you to book a Therapist directly whether on the same day, in advance or through monthly subscription.

All transactions are made directly to the therapist. Refunds and cancellations can be made by within

a 24 hour cancellation period by contacting our Team, or the therapist directly.

11. Use of Cookies

- a. Our Platform uses cookies. Cookies are small text files that are placed on your computer or mobile phone when you browse websites. They help us make our Platform work as you'd expect, allow you to share pages with social networks like Facebook and continuously improve our Platform for you. We do not use cookies to collect any personally identifiable information (without your express permission), collect any sensitive information (without your express permission), pass personally identifiable data to third parties or pay sales commissions
- b. If the settings on your software that you are using to view this website (your browser) are adjusted to accept cookies we take this and your continued use of our website, to mean that you are fine with this.
- c. We use cookies to compile visitor statistics such as how many people have visited our website, what type of technology they are using (e.g. Mac or Windows which helps to identify when our site isn't working as it should for particular technologies), how long they spend on the site, what page they look at etc. This helps us to continuously improve our Platform. These so called "analytics" programs also tell us if how people reached this site (e.g. from a search engine) and whether they have been here before helping us to put more money into developing our services for you instead of marketing spend. We rely on Google analytics for our statistics.
- d. You can usually switch cookies off by adjusting your browser settings to stop it from accepting cookies. Doing so however will likely limit the functionality of ours and a large proportion of the world's websites as cookies are a standard part of most modern websites.

We may change this Agreement by posting modifications on the Platform. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of this Agreement frequently. The last update date of this Agreement is posted at the bottom of the Agreement.

By using the Platform after the changes become effective, you agree to be bound by such changes to the Agreement. If you do not agree to the changes, you must terminate access to the Platform and participation in its services.

To clear any doubt, all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.

This Agreement constitutes the entire Agreement between you and us.

You confirm that you have not relied upon any promises or representation by us except as set out in this Agreement.

March 1st 2024