

Terms and Conditions for Clients

My Therapy Assistant

Last update: 05/03/2021

Welcome to My Therapy Assistant. The use of the Platform is subject to these terms of use. Please read them carefully before using the Platform. Before agreeing to these Client Terms, please read our [Privacy Policy](#) and our [Cookie Policy](#) as these form part of your conditions of membership. If you do not agree to these Terms, please do not use the Website.

Please be aware: **My Therapy Assistant cannot offer emergency support and is not suitable if you are in a crisis. If you are contemplating suicide or believe you are at risk of harming yourself or someone else, please resources accessible at the bottom of the home page.**

Owner of the Services

My Therapy Assistant Ltd.
85 Great Portland Street, First Floor,
London, United Kingdom, W1W 7LT
Companies House No. 13018371

Owner's email: info@mytherapyassistant.com

General information

My Therapy Assistant is a technology platform connecting clients with psychologists and psychotherapists. We also provide online tools to accompany the sessions, which can be accessed through mobile and desktop applications.

Therapy services are not provided by us but by the Practitioners with whom sessions are booked.

1. Introduction

1.1 The following document

When you book a session, you are entering into an agreement with each relevant Practitioner and not My Therapy Assistant.

My Therapy Assistant is not a party to any agreement between you and any Practitioners and My Therapy Assistant can accept no responsibility for Practitioners.

By using the Service, you confirm that you understand and agree to use the Service on such terms.

This agreement governs the use of the platform and does not enter into the agreement between you and the practitioner.

1.2 Definitions

"This Platform" refers to: this website, including its subdomains and any other sites through which the Owner offers the Service; applications for mobile devices, tablets or similar; the Service;

"Terms and conditions" (or "Terms", or "Agreement"): the following general conditions of service;

"Parties": are the parties who enter into the agreement, specifically You and the Practitioner;

"Practitioner" "Therapist" and similar terms: both in the singular and in the plural, are referred to the Practitioner, the person or company who is registered with us and advertising its services on our Platform;

"Owner", "We", "our" and similar terms: they refer to the Company which owns and manages My Therapy Assistant;

"User", "Client" "You", "Your" and similar terms are referred to you, the User who books a session with the Practitioners. Please note that the term User may also be referred to Practitioners in some common provisions;

"Services": the services offered by My Therapy Assistant as described by these Terms;

"Services Contract": means the contract that the Practitioner enters into with the User;

"Session": means the time set aside for a Consultation (and/or for which a Client is obliged to pay whether the services have been actually undertaken or not);

"User Content": means all the data, information or advertising material provided by Therapist;

"Force Majeure" means an event or sequence of events beyond reasonable control preventing you, the Therapist or us delaying from performing the obligations under this Agreement save that an inability to pay is not a Force Majeure event;

1.3 Amendments to the Terms

My Therapy Assistant reserves the right to modify the conditions at any time by updating the website or, informing you by email.

Please consult the latest version of Terms and Conditions before using the Service.

Applicable Terms and Conditions are those displayed / available on the date of the use of the service.

Users who continue using My Therapy Assistant after amendments are published accept the new terms without reservation.

1.4 Agreement acceptance

In order to use My Therapy Assistant you must read carefully and accept this agreement and the [Privacy Policy](#) which is an integrated part of this agreement

If you don't accept these Terms, you will not be able to use the Service.

2. Users Account

2.1 Account Registration

Users must be over the age of 18 to register with the Service.

Therapy sessions for minors are available through the platform. In order to access these a parent or legal guardian must register on behalf of the minor and agree to be responsible for complying with our terms and conditions.

Users have to register by providing, in a truthful and complete way, all the data required in the relative registration form and accept the Privacy Policy together with the present terms.

It is your responsibility to keep your access credentials confidential and ensure they are not given to third parties.

Registration credentials must be used only by you. If you believe that somebody else has access to them or in case of suspicious use, please inform us immediately and change your password to your account.

My Therapy Assistant can not be considered responsible for loss, disclosure, theft or unauthorised use by third parties, at whatever title, of the Users access credentials.

2.2 Cancellation and Users account closure

If you no longer wish to continue with therapy with a particular Practitioner, you can terminate your agreement with them by letting them know. This is most usefully done during a session so the ending can form part of the therapy; however, you can also notify the therapist via message. Once your Therapist is informed, no sessions will be booked. Please see the cancellation policy in the case of sessions already booked at the time that you inform the therapist of your intention to terminate therapy.

You can disable your own account, or request your account is deleted at any time by sending an email to info@mytherapyassistant.com.

My Therapy Assistant reserves the right to remove or decline any individual access to the Platform. In which case, if a user account has been created it will then be deleted.

3. USE OF THE PLATFORM AND ITS CONTENT

3.1 How to book a Session

Users may search for Therapists on the Service using search criteria related to any information provided by the User through the Service, including, but not limited to, location, services offered, and preferred meeting method. The Platform will suggest a number of relevant Therapists based on the User's search criteria. Once Users have registered an account with the Service and booked a session, they can send messages to that Therapist, via the Platform. Once contacted, the User will be able to respond to the messages.

Any request by the User to attend a session, will only become binding between you and the Practitioner when the booking of the session is confirmed.

Based on the information you provide, we try to match you with the Practitioners who will be the best fit for you. However, there is no guarantee that if you book a session with one of these Practitioners, that you will be accepted as a Client by them. Provision of therapy is at the sole discretion of the Therapist. The Practitioner may deem themselves unable to help or that the services they offer are not appropriate for your needs. This may be at the outset of therapy or at any point in treatment.

By booking a session, you agree not to attend any session under the influence of non-prescription drugs or alcohol. Similarly, you agree not to become insulting, abusive or act in any other way that results in the Practitioner being unable to continue with the session. If the Practitioner believes this to be the case, they have the right to end the session and you will be liable for the cost of the session.

3.2 User Confidential Information

All information you share on the platform will remain strictly confidential. In particular, all material and information given by the User to the Practitioner will remain within their relationship and will not be shared.

3.3 Contents on this Platform

Unless otherwise specified or clearly recognisable, all content available on this Platform is owned or provided by My Therapy Assistant.

We take the utmost care to ensure that the content available on this Platform does not violate applicable law or the rights of third parties. However, it is not always possible to achieve this result.

In such cases, without prejudice to any legally enforceable rights and claims, please address complaints to info@mytherapyassistant.com

3.4 Rights on the contents of this Platform

The Owner holds and expressly reserves all intellectual property rights over the aforementioned contents.

The Users are not authorised to use the contents in any way that is not necessary or implicit in the correct use of the Service.

In particular, but without exclusions, Users are prohibited from copying, downloading, sharing beyond the limits specified below or allowing third parties to undertake such activities through their User account or device, even without their knowledge.

Where expressly indicated on this Platform, the User is authorised to download, copy and/or share certain content available on this Platform exclusively for personal and non-commercial purposes and on the condition that the attribution of the paternity of the work is observed as well as the indication of any other relevant circumstance required by us.

The limitations and exclusions foreseen by the copyright law remain valid.

3.5 Access to external resources (third parties services)

Through this Platform the Users may have access to resources provided by third parties. Users acknowledge and accept that My Therapy Assistant has no control over these resources and therefore is not responsible for their content and availability.

The conditions applicable to the resources provided by third parties, including those applicable to possible concessions of rights on contents, are determined by the third parties themselves and governed by the relevant terms and conditions or, in their absence, by the law.

3.6 Permitted Use

This Platform and the Service may be used only for the purposes for which they are offered, according to these Terms and to the applicable law.

It is the exclusive responsibility of the User to ensure that the use of this Platform and/or the Service does not violate the law, regulations or rights of third parties.

4. USER RIGHTS

4.1 Healthcare Insurance Policy

If you plan to use your healthcare insurance to use the services offered on the Platform, you must first consult with your insurance company to find out if they cover the service offered and how much, if any, they cover for the service. The number of sessions an insurance company will authorise for treatment will vary depending on your policy.

Please be aware that the session fee that insurance companies will agree to pay psychologists and psychotherapists often vary so you will need to clarify this with your insurance company.

There may also be an excess on your policy which will result in the insurance company only partially paying the session fee (especially at the start of therapy) and you will be responsible for the remainder of the session fee. In which case we will invoice you for any shortfall and you agree to make payment to us within seven days of receiving the invoice.

You are solely responsible for any problems you encounter in paying for the service through your insurance policy. If you have booked or attended a session under the proviso that it will be covered by your healthcare insurance, in the event that your insurance company declines to cover the session fee or does not pay in full within 120 days, you will be personally liable for this.

4.2 Cancellation Policy

If you do not provide your Therapist with clear notification of cancellation of an appointment with at least 48 hours prior notice to the appointment time, or if you do not attend a session as scheduled, you will be charged for the full cost of the session.

4.3 Refund Policy

If any appointment is cancelled 48 hours or more prior to the appointment, we will not take payment for the session.

If any appointment is cancelled within 48 hours the full fee will be charged.

In the unavoidable event that the Practitioner cancels the appointment, you will be refunded the full session payments.

4.4 Right of withdrawal for UK and European Consumers

Unless there is an exception, the User may have the right to withdraw from the contract within the period specified below (14 days) for any reason and without justification.

There is no right of withdrawal from contracts concluded with the Owner. It may, however, be applicable to contracts concluded with Practitioners. Where applicable, the right to withdraw from contracts concluded with Practitioner through this Platform is subject to the conditions and definitions indicated in this section.

5. PAYMENT

5.1 Methods of payment

The details of the accepted payment methods are highlighted during the booking process.

All payments are managed independently by third party services. Therefore, this Application does not collect data relating to the payment, such as credit card numbers, but receives a notification once the payment is successful.

My Therapy Assistant uses Stripe as a secure payment gateway, you can view the terms of use of the service [here](#).

5.2 Prices

Use of the Platform is free. By booking a session with a Therapist, you agree to pay the applicable fee. These can be found [here](#). We reserve the right to change fees and will give notice to existing users of the Platform.

5.3 Fee

When you book a session, you are agreeing to pay the session fee as advertised at time of booking. You are agreeing for payment to be taken 48 hours before the session takes place. If when payment is attempted 48 hours before the session, the payment is declined, you will be notified and given 5 hours to update your payment details before the appointment is cancelled.

6. LIMITATION OF LIABILITY

6.1 Limitation of liability for the activities of the User on this Application

Users acknowledge and accept that My Therapy Assistant is limited to providing Users with the technical infrastructure and functionalities available on this Platform. My Therapy Assistant does not provide therapy.

My Therapy Assistant does not intervene in any way as an intermediary, moderator or promoter in the interactions, agreements or transactions between Users and therefore declines any responsibility for such interactions between Users, and for the fulfillment of any obligations by Users.

In particular, you acknowledge and accept that My Therapy Assistant is not involved in the relationships between Users acting as Practitioners or Clients respectively on this Platform. We attempt to verify credentials but are not responsible for credentialing Therapists or verifying that they are in good standing with their regulatory bodies.

In particular, My Therapy Assistant declines any responsibility for:

- the existence of licenses, authorisations or other official permits that may be required by applicable law, which allow Practitioner to offer specific services;

- the eligibility of Clients to purchase (e.g. in terms of age, solvency, etc.), as required by applicable law;
- any obligations assumed by Users on this Platform;
- any claim based on the failure, partial or incorrect performance of binding agreements entered into on this Platform.

7. COMMON PROVISIONS

7.1 Interruption of service

In order to ensure the best possible level of service, we reserve the right to interrupt the Service for maintenance purposes, system updates or any other change, giving appropriate notice to Users.

In addition, the Service may be unavailable due to causes beyond our reasonable control, such as force majeure (e.g. strikes, infrastructure malfunctions, power outages, etc).

Within the limits of the law, we reserve the right to suspend or completely terminate the Service. In the event of termination of the Service, we will ensure that Users can retrieve their Personal Data and information in accordance with the provisions of the law.

7.2 Service reselling

The Users are not allowed to reproduce, duplicate, copy, sell, resell or exploit any portion of My Therapy Assistant and of its Service without the Owner's express prior written permission, granted either directly or through a proper reselling program.

7.3 Privacy policy

For information about the use of personal data, please refer to My Therapy Assistant [Privacy Policy](#).

7.4 Intellectual property rights

All the brands, trade brands or word marks, and all the other signs, commercial names, service brands, trade names, illustrations, images, videos, logos that appear regarding My Therapy Assistant are and remain sole property of the Owner or Their licensors and are protected by the existing laws on trademarks and of the relative international treaties.

All the brands and other signs, commercial names, service brands, word marks, trade names, illustrations, images, logos regarding third parties and the contents published by third parties on My Therapy Assistant are and remain exclusive property or at disposal of such third parties and their licensors and are protected by the existing laws on trademarks and of the relative international treaties.

My Therapy Assistant does not own the ownership of such exclusive property and can use them within the limitation and in accordance with the concluded agreements with such third parties and for the outlined purposes.

7.6 Assignment of Agreements

We reserve the right to transfer, assign, dispose by novation, or subcontract all or any rights or obligations under these Terms, as long as the Practitioner's rights under the Terms are not affected.

Users will be promptly informed in such cases.

Users may not assign or transfer any of their rights without a written authorisation by My Therapy Assistant.

7.7 Notifications

All the communications regarding My Therapy Assistant must be sent using the contact information indicated in these Terms.

7.8 Severability

If an authority should declare some parts of this contract null and void, the other valid parts shall remain in force.

The individual clauses of this agreement operate separately, and should a court find one or more clauses of this agreement to be invalid, the rest of the clauses shall remain valid and in force

for US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between the Users with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

7.9 No Implied Waiver

If you break these terms in some way and we delay in taking action, this does not mean that we are waiving our rights and it will not prevent us from pursuing this at a future time.

7.10 Complaints

We hope that you have a positive experience with My Therapy Assistant and any sessions you book with a therapist help you to meet your goals.

If you are dissatisfied with your experience of the Platform, you can let us know on info@mytherapyassistant.com.

If you are dissatisfied with an aspect of your therapy or relationship with a Therapist, please raise this with the Therapist directly. Working through these challenges can be an important part of therapy.

If you are unable to resolve your complaint satisfactorily, you can address your concerns with the Therapist's regulatory body, which can be found on their profile.

8. APPLICABLE LAW

8.1 Jurisdiction

These Terms shall be governed and construed in accordance with English law and you agree to submit to the non-exclusive jurisdiction of the courts of England in relation to any dispute in relation to them.

If you are resident in a country for which you are entitled to have the court where you reside, you will be entitled to have it. In the absence of such a right, the jurisdiction and court shall be that of England and Wales.

UK Consumers

Consumers located in England and Wales may bring an action relating to these Terms in the English and Welsh courts. Consumers located in Scotland may bring an action in relation to these Terms in the Scottish or English courts. Consumers located in Northern Ireland may bring an action regarding these Terms in the courts of Northern Ireland or England.

Exception for European Consumers

However, notwithstanding the above, if you are acting as a European Consumer and are ordinarily resident in a country whose law provides for a higher level of Consumer protection, that higher level of protection shall prevail.

8.2 Consumer Dispute Resolution Platform for European Consumers

The European Commission has introduced an online platform for alternative dispute resolution (A.D.R.) that facilitates the extrajudicial settlement of disputes relating to and arising from online sales and service agreements.

Therefore, any European Consumer can use this platform to resolve any dispute arising from agreements concluded online. The platform is [available here](#).