

# Terms and Conditions for Practitioners

## My Therapy Assistant

Last update: 08/03/2021

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 Practitioners 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.

### 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: [therapists@mytherapyassistant.com](mailto:therapists@mytherapyassistant.com)

### General information

My Therapy Assistant is a technology platform connecting patients and practitioners, and facilitating service delivery service delivery with software tools to enable and enhance the therapy. The service is accessible through mobile & desktop applications.

## 1. Introduction

### 1.1 The following document

When advertising and conducting a session, you are entering into an Agreement with each relevant user and not My Therapy Assistant.

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

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

The agreement that you enter into with Users each time they book and you conduct a therapy session is appended to these Practitioners Terms. Please read this carefully before taking bookings for and conducting therapy sessions.

Nothing in these Terms shall give rise to an employment, agency or association relationship between the parties involved.

## 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;  
**"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 User;

**"Practitioner" "Therapist", "you" and "your" and similar terms**: both in the singular and in the plural, are referred to you, 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" "Patient" and similar terms**: are referred to the User who books a session with you. 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;

**"Advertising"**: means your placing of any information on our Website in respect of the services you supply;

**"Fees"**: means the amount of commission you agree to pay us for each Session that you undertake with a Client, at such rates as are agreed between us;

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

**"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);

**"Therapist 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 the Therapist or us delaying from performing the obligations under this Agreement save that an inability to pay is not a Force Majeure event;

**"Termination"**: the termination of the Agreement howsoever caused.

## 1.3 Amendments to the Terms

My Therapy Assistant reserves the right to modify the conditions at any time, informing the user by email and inside the site itself.

For these reasons Users are invited to 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 the publication of amendments 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. YOUR MEMBERSHIP

### 2.1 Account Registration

Practitioners 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.

The Practitioner has the task of preserving and keeping their access credentials confidential. Registration credentials must be used only by the Practitioner and they cannot be given to third parties. The Practitioner is committed to keep them confidential and they must be sure that nobody has access to them, and so they have the task to inform immediately My Therapy Assistant in case of suspicious use and/or disclosure of them.

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

### 2.2 Verification Process

In order to register as a Practitioner on the platform you will be asked to fill out the form to validate your credentials.

We will ask you to provide us with verification information regarding your credentials and we conduct individual interviews with Practitioners who meet the registration criteria.

During the credential validation process you will also be able to choose what type of sessions you offer and the languages you speak.

The submission of a registration request form will constitute an offer by you to use the Services on the terms of this Agreement. Acceptance of a registration request is at our discretion.

Once a membership request has been accepted, and you have provided us with a suitable profile and photograph, we will upload these onto the Platform as soon as possible. We will review profiles prior to making them public.

My Therapy Assistant will not be liable for any delay in or failure of delivery to the extent caused by your failure to:

- provide us necessary information to provide our Services,
- an event of Force Majeure.

### 2.3 Credentials for registration as a Practitioner

We only accept psychologists and psychotherapists with evidence of:

- Professional training to Masters or Doctorate level; and
- Verified membership with a regulatory body; and
- 3+ years post-qualification experience; and
- Specialist training in evidence-based therapies and continued professional development; and
- Professional indemnity insurance to a minimum of £1,000,000
- Valid DBS
- Photo ID

### 2.4 Cancellation and Practitioners Account closure

Registered Practitioners can disable their own accounts, stop using the Service or request cancellation at any time by sending an email to [therapists@mytherapyassistant.com](mailto:therapists@mytherapyassistant.com).

My Therapy Assistant reserves the right to suspend or delete the Practitioners Account at any time without any forewarning if it is believed that:

- The Practitioners violated these terms;
- The access or use of the Service could cause damage to My Therapy Assistant, to other users or third parties;
- The use of My Therapy Assistant by the Practitioners may result in a violation of the law or applicable regulations;
- In case of investigations conducted following legal actions or by involving the public authority;
- The account is considered by My Therapy Assistant, in its sole discretion and for any reason, inappropriate or offensive or violating the agreement or not in line with My Therapy Assistant standards.

This clause generally only applies to account termination, more information about termination of membership can be found in Section below.

### **2.5 Termination and Post Termination**

We protect our confidential and business information and relationships with Users, to whom you have been introduced and had access through registration with us. For this purpose, you agree, for the duration of your use of My Therapy Assistant services and 12 months after termination, not to:

- contact directly or attempt to attract Users registered on My Therapy Assistant to offer services independently which compete with those offered by My Therapy Assistant;
- attempt to entice away My Therapy Assistant-registered customers or attempt to entice away any therapist from My Therapy Assistant;
- attempt to attract My Therapy Assistant users or personnel to further their own business or to provide services which would be in competition with My Therapy Assistant.

## **3. SERVICES, USE OF THE WEBSITE AND ITS CONTENT**

### **3.1 Confidential information**

Practitioners undertake that they will keep confidential any information that is confidential in nature concerning the other party and the information relating to any Client.

Practitioners are aware that analytic data is collected (including but not limited to number of bookings accepted and rejected, time taken to confirm bookings) for quality and service improvement purposes

### **3.2 Supply of the Services**

For the duration of your membership, we grant you a non-exclusive, non-transferable license to use the Platform for the sole purpose of accessing and using the Service in accordance

with the terms of the Agreement and for no other purpose.

The Service includes all the functionalities accessible on the platform, including, but not limited to, registration services, messaging, video calling, appointment booking, invoicing, which allow Clients and Practitioners to be introduced and establish a therapy relationship.

As a Practitioner registered with us you confirm that you are completely independent of us in respect to the services you provide to a Client including, but not limited to, psychological assessment and therapy, treatment planning, clinical decision making, assessing and managing the Client's risk to themselves and to/from others, managing any safeguarding issues that may arise and assisting in the onward referral to crisis or any other services if you identify this as being necessary for safe treatment. It is the Therapist's responsibility to assess risk and implement safety measures.

As a Practitioner, you agree you will not use any Client personal data for anything other than the provision of therapy.

For the proper delivery of their service, Practitioners should ensure at all times:

- Availability for at least 5 weekly appointments; and
- Availability is kept up to date in the calendar; and
- Therapists are responsible for responding to a booking request from a Client in a timely manner (within 6 working hours) by either accepting or rejecting the booking; and
- Therapists should only accept patients when they have the sufficient level of knowledge, experience, and skills needed to treat the Client; and
- Therapists are also responsible for ensuring that they are covered legally and by their indemnity insurance when accepting Clients who are based outside of the UK; and
- A valid reason is provided to us and the Client if Practitioners refuse a Client; and
- If a therapist frequently declines session bookings, we will contact them to recommend an improvement in their profile. If they consistently decline bookings, we may also decide to close their account and terminate their membership; and
- Practitioners work in accordance with the booking, cancellation and rescheduling processes set out in the Client terms and conditions: Clients can cancel a session with more than 48 hours notice without incurring the session fee. Clients can also request to reschedule a session with more than 48 hours notice with no charge and it is at the Therapist's discretion as to whether it is possible to accommodate a different session time or if the session is cancelled; and
- Therapists must comply with the supervision requirements of their professional bodies and use supervision to discuss clinical issues; and
- Therapists may offer in person sessions if they wish, in which case they are responsible for sourcing and paying for consulting rooms; and
- Therapists ensure that, in line with Client confidentiality, all Sessions take place in a secure and confidential manner, whichever medium is chosen to undertake Sessions.

To the extent possible, we encourage Practitioners not to use or be involved in other platforms similar to My Therapy Assistant due to confidentiality concerns.

### **3.3 Sessions with Users**

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 offer made by you to conduct therapy, and any request by the User to attend a session, will only become binding between you and the user when the booking of the session is confirmed.

You agree to use the Service in a professional and reasonable manner. You will only contact users in connection with the Service and for no other purpose. We reserve the right to suspend or terminate your membership if you violate this condition or if we receive complaints about the manner or frequency of your contact with users.

### **3.4 Connection with the User**

You acknowledge and agree that Users may share information about you and your conduct with us to the extent necessary for us to monitor your compliance with these Therapist Terms.

You understand and agree that any User/Practitioner relationship developed between you and any user as a consequence of the use of the My Therapy Assistant Service should continue to be conducted via the My Therapy Assistant platform. All communications, bookings and transactions must be conducted through the platform. You will not provide therapy sessions, consultations, advice, or any service comparable or similar to that provided on the My Therapy Assistant platform to any user with whom you have a relationship as a consequence of the platform. You will not lure users away from the platform in any way.

This term will apply even after termination of your account or deletion of your profile, whether voluntary or imposed by My Therapy Assistant.

### **3.5 Contents on this Platform**

Unless otherwise specified or clearly recognisable, all content available on this Platform is owned or provided by the Owner or its licensors.

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, Users are requested to address their complaints to the contact details specified in this document.

### **3.6 Therapist Content**

Practitioners are responsible for their own and third party content that they share on My Therapy Assistant, through their uploading, posting or by any other means.

Practitioners hold the Owner harmless from any liability in connection with the unlawful dissemination of third party content or the use of My Therapy Assistant, in ways that are contrary to law.

### ***Use of the Blog***

The Practitioner can freely use the blog section of the site and are encouraged to do so, as long as the content uploaded is in line with the principles of the platform. Any content not in line with our policies will be removed at our discretion.

If you would like to contribute content to the blog, please submit the article to us and we will upload it to the blog.

We are the only ones who manage and moderate the blog on My Therapy Assistant.

### **3.7 Rights on the contents of this Platform**

We hold and expressly reserve all intellectual property rights over the contents of this Platform.

Practitioners are not authorised to use the contents in any way that is not necessary or implicit in the correct use of the Service. The design and user experience are part of the intellectual property and under no conditions can be shared by the Users.

In particular, but without exclusions, Users are prohibited from copying, downloading, sharing beyond the limits specified below, modifying, translating, processing, publishing, transmitting, selling, sub-licensing, transforming, transferring/alienating to third parties or creating derivative works from the content available on this Platform, 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 the Owner.

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

### **3.8 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 the Owner 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.

### **3.9 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. FEE & PAYMENTS

### 4.1 Payments

My Therapy Assistant is commission-based, with no subscription fees.

We take a fixed percentage regardless of the type or duration of the session. All Fees will be deducted by us directly from the Client's payment. Session payment is taken automatically 48 hours prior to the appointment from the payment details the Client provides.

You will receive payment for the session when the session is complete and marked as such on the system via completing the session outcome.

By using the service as a Practitioner you agree to pay the Fees that are applicable as are agreed from time to time between you and us.

We reserve the right to change the fee at our discretion, you will be duly and immediately notified of the change. The fee change will not affect sessions already in progress or those already booked with the Client.

We are not VAT registered. If we become VAT registered we will inform you of this in writing, and thereafter, VAT will be added to all Fees at the prevailing rate at the date of payment. You will pay any applicable VAT to us on receipt of a valid VAT invoice.

Only in the first session we will take a higher fee to cover initial activation costs and provide the correct and safe use of the service. Costs include, but are not limited to: marketing costs, service maintenance costs, activation costs.

<b><i>Our Fee per Session</i></b>	<b><i>Practitioner Earnings</i></b>
First Session:	<ul style="list-style-type: none"><li>● 30 min - £33</li><li>● 50 min - £66</li><li>● 80 min - £99</li></ul>
Ongoing Sessions:	<ul style="list-style-type: none"><li>● 30 min - £45</li><li>● 50 min - £90</li><li>● 80 min - £135</li></ul>

If a Client has a dispute or complaint concerning session payment or other session-related issues, this will be taken up directly with the Therapist.

Prior to booking, Clients are informed that they will be charged for the session if they cancel with less than 48 hours notice. However, if a Client requests a refund, it is at the Therapist's discretion to decide if an exception should be made and payment refunded. If the payment is refunded, the Therapist fee will also be refunded.

### 4.2 Use of private medical insurance by the User

Some clients may have private medical insurance and use their policy to pay for some or all of their sessions. This will depend on the number of sessions authorised and excess

according to their policy. Excess will need to be paid by the Client.

In no case My Therapy Assistant will be responsible for enforcing these payments.

It is your responsibility to contact insurance companies to request to register with them and to ensure that they will cover you to provide sessions at the price Clients agree to pay when booking sessions with My Therapy Assistant.

## 5. WARRANTIES

### 5.1 Service warranty

The Services delivered by us will be supplied with reasonable skill and care.

We will comply with all UK applicable laws, standards and good industry practice in the supply and delivery of the Services.

We will not be liable for any failure of the Services where such failure arises by reason of your wilful damage or negligence.

More information about the guarantees can be found in Section 6.

### 5.2 Therapist warranty

The Practitioner shall guarantee and ensure that throughout the duration of the use of My Therapy Assistant they will be in compliance with all regulations required to perform the service they offer on the platform.

In particular, when the Practitioner operates in the UK, they must always be compliant with:

- Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- Consumer Rights Act 2015;
- Data Protection Act 1988;
- G.D.P.R. (Reg. EU 679/2016);

The Practitioner shall provide all information to which it is obliged to the User and shall ensure that the User's rights are preserved, including the User's ability to withdraw from contracts concluded online for goods and services as required by UK and other legislation.

You will ensure that you carry out your service in full compliance with professional codes of conduct and all other codes of conduct applicable to the service you provide. You must notify us of any change in your professional status or anything that would affect our agreement.

You will ensure that you maintain at all times:

- Relevant health care professional insurance and provide evidence to us upon request;
- A valid DBS;

Periodically read the terms and conditions for Clients so that you are aware of what terms the Clients are entering when using the Platform, and our Policies.

## 6. LIMITATION OF LIABILITY

This section explains the limitations of liability in the use of the Platform.

### 6.1 Indemnification

You agree to indemnify and hold harmless the Owner and its subordinates, affiliates, officers, agents, co-branders, partners, suppliers and employees from and against any and all claims or demands, damages, obligations, losses, liabilities, burdens or debts and expenses, including, without limitation, legal fees and expenses arising out of:

- Your use of or access to the Service, including any data or content transmitted or received by You;
- Your breach of these Terms, including, without limitation, Your breach of any representation or warranty in these Terms;
- your violation of any third party rights, including, but not limited to, any rights relating to privacy or intellectual property;
- Your violation of any applicable law, rule, or regulation;
- any content posted by User's account, including, but not limited to, misleading, false or inaccurate information, and including when accessed by a third party using User's personal username and password or other security measures, if any;
- Your willful misconduct; or
- your violation of any legal provision by you or your affiliates, officers, agents, co-branders, partners, suppliers, and employees, to the extent permitted by applicable law.

If either party receives a notice or claim that also affects the other party, the other party shall:

- Promptly notify the other party;
- Not agree to any admission of liability or transaction without the other party's written authorisation;
- Provide necessary assistance to the other party in connection with the communication or complaint.

### 6.2 Limitation of liability for the Therapist's activities on this Platform

My Therapy Assistant is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk.

Practitioners acknowledge and accept that the Owner merely provides Users with the technical infrastructure and functionalities available on this Platform. Therapists are fully responsible for their conduct in therapy sessions and their communication with Clients outside of sessions.

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

Unless otherwise specified and subject to the applicable provisions of law on product and service liability, any claim for damages against the Owner (or any natural or legal person acting on its behalf) is excluded.

The foregoing does not limit the Owner's liability for death, personal injury or damage to physical or mental integrity, damages resulting from the violation of essential contractual obligations, such as those obligations strictly necessary to achieve the cause of the agreement, and/or damages caused with malice or gross negligence, provided that the use of this Platform by the User has been appropriate and correct.

Unless the damages were caused with malice or gross negligence or affect the life and / or personal integrity, physical or mental, the Owner is liable only to the extent of the damage typical for the type of agreement and foreseeable at the time of conclusion.

In particular, within the limits stated above, the Owner assumes no liability for:

- any loss of earnings or other losses, even indirect, that the User may have suffered (such as, merely by way of example, loss of revenue, loss of contractual or commercial relationships, loss of goodwill or damage to reputation, etc.);
- damages or losses deriving from interruptions or malfunctions of this Platform due to force majeure or unforeseen and unforeseeable events and, in any case, independent of the will and control of the Owner, such as, by way of example only, failures or interruptions of telephone or electricity lines, Internet connection and/or other means of transmission, inaccessibility of websites, strikes, natural disasters, viruses and computer attacks, interruptions in the supply of products, services or applications of third parties;
- any losses that are not a direct result of a breach of the Terms by the Owner;
- We are not responsible for failure of insurance payment or any of insurers' actions.

Notwithstanding the foregoing, the following limitations shall apply to all Practitioners:

In the event of Owner's liability, the compensation due may not exceed the total amount of payments that have been, will be, or may be contractually owed to the Owner by Practitioners for a period of 12 months or the entire term of the Agreement, whichever is shorter.

## 7. COMMON PROVISIONS

### 7.1 Interruption of service

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

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

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

## **7.2 Service reselling**

The Practitioners 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, Practitioners shall 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**

The Owner reserves 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.

The Practitioners will be promptly informed in such cases.

The Practitioners 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**

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in

cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

### **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 Users and the Owner 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**

Owner's failure to exercise any statutory rights or claims under these Terms shall not constitute a waiver thereof. No waiver shall be deemed conclusive with respect to a specific right or any other right.

## **8. Governing Law and Jurisdiction**

### **8.1 Governing Law**

This Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales.

The Practitioners irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).