

## **TOSPS (The One Stop Psychotherapy Shop Ltd TERMS OF SERVICES FOR PROVIDERS.**

1. The following Terms of Services ( “The Terms”) apply to the usage by providers of The One Stop Psychotherapy Shop Limited ( “TOSPS”) web site at [www.TOSPS](http://www.TOSPS) (the “Site”), TOSPS services accessible through other sites or any authorised TOSPS partner organisation in their provision of mental and/or behavioural health counselling services to End Users (as defined below).
2. The Terms together with any guidelines, rules, schedules, disclosures, disclaimers, amendments and other terms posted on the Site or otherwise provided or made available from time to time at TOSPS’s absolute discretion constitute the entire and final agreement between TOSPS and the provider and supersede any and all prior oral representations and/or written agreements or discussions of whatsoever nature or kind. The Terms may not be modified in any respect except in writing with any such modification stating the nature and extent of the modification and signed by both an authorised officer of TOSPS and the provider.
3. Except as set out in The Terms, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law,

custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of any products or services to be provided by TOSPS under The Terms are excluded to the fullest extent permitted by law.

4. Use of the Services is expressly conditional upon:
  - (i) The provider warranting that they are duly accredited, licensed, registered or certified to provide such services;
  - (ii) The provider complying fully and completely with any and all professional standards imposed upon them by any duly authorised professional body; and
  - (iii) Acceptance of The Terms in their entirety.

***NB. The obligations set forth in The Terms are in addition to, and not in substitution of, your professional and legal obligations as a duly accredited, licensed, registered or certified provider of behavioural health counselling services.***

## 5. DESCRIPTIONS

- Throughout The Terms, the words “TOSPS” , “we,” “us,” or “our” mean collectively The One Stop Psychotherapy Shop Ltd.
- “Provider”, “you” or “your” means the Authorized Person who is a qualified provider of counselling services who establishes an account with TOSPS which is accessible through the Services, the Site, or any website or partner that offers TOSPS services.
- “Authorized Person” means any user who has accepted The Terms or the End User Terms of Service and accessed or used the Services in accordance herewith.
- “End User” means an Authorized Person who uses TOSPS to find a provider and/or receive counselling services via TOSPS. You may use the Services on the site to provide counselling services to End Users who are your private paying clients
- The “Services” shall mean all communication services, features, products, and services available or otherwise used by you on or through the Site or a website that embeds or makes available TOSPS services.

6. **ELIGIBILITY** By using the Services, you represent and warrant that:

- (a) You have the legal capacity and due authority to agree to The Terms;
- (b) All registration information and any other information of whatsoever nature or kind you submit (including but not limited to your licensure/qualification information) is accurate and truthful;
- (c) You will maintain the accuracy of such information at all material times;
- (d) You are, and will be at any time that you use the Services and Site, accredited, licensed, registered or certified (as applicable), in good standing, and shall meet all other legal requirements and/or competencies necessary to provide counselling services to End Users;
- (e) At any time that you are no longer accredited, licensed, registered or certified (as applicable) or otherwise permitted to provide counselling services to End Users, you will immediately cease to use the Services and Site to provide counselling services and shall notify TOPS immediately of such restriction or cessation;
- (f) At any time that you terminate your contract with TOSPS or are otherwise restricted from providing counselling services to End Users, you shall immediately cease providing

- counselling services to such End Users using the Services and the Site.
- (h) Your use of the Services does not violate any applicable law or regulation.

***NB. Your profile may be removed and your participation may be terminated without warning if TOSPS believes that you are in breach of any of the foregoing representations and warranties.***

From time to time TOSPS will perform random checks (both pre and post registration) as it at its absolute discretion deems fit in order to ascertain the validity of any qualifications or licenses held forward by its' Providers as proof of their competency. If you are found to have misrepresented yourself to any material degree, either intentionally or otherwise, then you will be removed from the site without notice which will also necessitate in the forfeiture of your annual registration fee.

***By ticking the box here you confirm that you have read, understood and accepted the above warranties.***

## **7. YOUR RESPONSIBILITIES AND LIABILITIES**

- Except as specifically excluded herein, you will be solely responsible for providing any equipment, supplies and services that are required for utilizing the Services and Site and for the effective provision of counselling services thereby, providing always that such equipment, supplies and services shall comply with all applicable laws and all TOSPS requirements for compliance. Specifically, but without limitation, you shall provide and maintain all services hereunder using the minimum technology standards set forth in Technical Standards – TOSPS may alter, delete or otherwise modify the Technical Standards at its absolute discretion with such modifications being communicated to you via email or other secure messaging.
- You will complete such training regarding the Services and Site as may be required by TOSPS and communicated to you by email or secured messaging upon registration and at any other time throughout your use of the Service and Site as TOSPS in its absolute discretion deems fit.

You will complete an online profile (“Profile”) describing yourself in such form and having such

content as TOSPS may determine and communicate to you from time-to-time by email or secure messaging. You hereby consent to TOSPS posting your Profile and a personal photograph on the Site Home Page and in the Search Gallery.

- If requested by TOSPS, you will complete a video introduction in such form and having such content as TOSPS may determine. TOSPS agrees to pay any reasonable costs incurred providing the nature and amount of such costs are communicated to and agreed by TOSPS prior to their incurrence.
- You agree to maintain your availability to facilitate End Users hereunder in the same manner and to the same extent that you are available to facilitate any other client. You agree to notify TOSPS immediately in the event that you cease accepting new clients.
- You agree that whilst you are a member of TOSPS, it will be considered a right to terminate your agreement with TOSPS if you have your 'green light' on and are therefore displaying your services as being available to the End User but fail to answer the request from an End User to provide services.
- Any unsolicited contact with the end user outside

of TOSPS web site is not allowed self where a consultation has been agreed with TOSPS and is deemed a necessary part of the end users treatment.

- You hereby recognise that the TOSPS Services and Site represents an 'on-call' service. You agree to use all reasonable efforts to be available to facilitate End Users hereunder on occasions which fall outside of your usual hours of business ("Unsociable Hours") to include, but not be limited to, a minimum of 3 Unsociable Hours every 5 working days that your registration remains active. If TOSPS in its absolute discretion believes that such availability is not being maintained for whatever reason then you will be removed from the site without notice which will also necessitate in the forfeiture of your annual registration fee.
- You will personally provide the counselling services provided using the Services and Site hereunder.
- You shall not assign your membership to be used by any third party whatsoever. The Terms are personal to you and you may not assign this The Terms or your rights to the Services to any other party.



- You agree to give TOSPS not less than thirty (30) days prior written notice if you decide to stop accepting new clients, plan leave that will exceed one week in duration, or will cease using the Services and Site.
- You acknowledge that it is your obligation to ensure a proper transition of care for any clients for whom you will no longer provide counselling services.
- If you cease to provide services for any reason whatsoever then no refund of your membership will be given.
- You will at all times provide the counselling services using the Services and the Site in accordance with all applicable national and regional laws and regulations, as well as any applicable ethical and professional standards as are imposed by any regulatory or professional standards body having jurisdiction over you.
- You represent and warrant that you will maintain the confidentiality of End User Personal Information and shall only use End User Personal Information as is expressly permitted by The Terms and in a manner

wholly consistent with all applicable privacy laws.

- In order to provide the Services, TOSPS shall make information concerning you, including but not limited to, your photograph and professional qualifications available to End Users of the Site.
- It is your sole responsibility to ensure that the contact and licensure information in your TOSPS Profile is current and accurate. This contact information shall include, but shall not be limited to, your name, professional address, phone number, e-mail address, specialities and professional qualifications and accreditations. Changes to your contact information can be made in the personnel section of the Site. You will promptly update and notify TOSPS of any change in this information. You are solely responsible for any liability or expense resulting from outdated or inaccurate information.
- You agree that TOSPS may share your Information with any hospital, insurance company, healthcare provider or other similar entity with which you are professionally affiliated (“Related Entities”) for the purposes of enabling the Related Entities to promote

your information to their patients or clients and/or to book appointments through the Services on their behalf.

- You agree that TOSPS may contact you via email regarding The Terms, the Site or the Services of TOSPS.
- You will respond to End User scheduling requests within a reasonable amount of time, but in no event more than one business day after receipt of an End User's request for an appointment.

## **8 SECURITY/CONFIDENTIALITY OF ACCESS INFORMATION**

Use of the Services requires a computer, webcam and internet access connected through an internet service provider with a web browser.

- The Provider acknowledges that in the course of performing services under The Terms, you may be given access to resources, information, and materials which are owned by TOSPS, its subsidiaries or affiliates, and/or owned by third parties and in the possession of, or licensed to, TOSPS, and which

constitute valuable resources, confidential and/or proprietary information, know-how, and trade secrets (hereinafter referred to as “Proprietary Information”). You hereby agree to hold the Proprietary Information in strict confidence and further agree not to disclose it or otherwise make available to any person or third party without the prior written consent of TOSPS. You agree that all Proprietary Information shall be used only for the purpose of providing services on the Site under The Terms and shall not be produced, copied, in whole or in part, except as specifically authorized and in conformance with TOSPS instructions when necessary for the performance of duties set out herein. You shall return all Proprietary Information, together with any copies, reproductions or other records thereof held in any form or medium to TOSPS at any time that you cease using the Services and Site.

- You agree to abide by all TOSPS policies and instructions governing access to and use of computer resources, as such policies and instructions as may be communicated to you by TOSPS by email or secure messaging.
- You agree to keep your username and

password and any other security or access information (collectively, "Access Information") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. You agree not to give or make available your Access Information to any unauthorized individual. You will be solely responsible for any disclosure of your Access

Information or use thereof by any unauthorized third party.

- If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services under your user name without your consent or your accounts have been accessed without your permission), you must notify us immediately.
- We reserve the right to deny your access to the Services or any part thereof, in order to maintain or restore security or performance to the Site or any other TOSPS sites and systems. We may also do so if we reasonably believe you are in breach of The Terms or your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

- TOSPS agrees not to willingly share information stored within the TOSPS system with third parties, except as set forth in The Terms. However, you agree to hold TOSPS harmless in the event information stored in the TOSPS system is required to be disclosed by law, or is accidentally or maliciously obtained by a third party. While TOSPS takes measures to back-up the information stored in TOSPS system, you agree to hold TOSPS harmless for any loss of data or information stored in the system. You also agree to indemnify and hold harmless TOSPS for any damages you incur by using TOSPS. ***NB. We strongly recommend that TOSPS is not accessed via public/shared computers. We also recommend that you do not store your TOSPS password via your web browser or other software.***

## **9. TREATMENT PROVIDER OBLIGATIONS WITH RESPECT TO END USER INFORMATION**

- An End User may submit medical history and other personal information (“End User Personal Information”) to the Site and authorize you to have access to such information in advance of an appointment. You acknowledge, agree, release and

indemnify TOSPS from all claims and liabilities arising out of your failure to have the End User confirm that the End User Personal Information is correct and current or arising from any omissions or errors in any End User Personal Information provided through the Services. You have no rights in the End User Personal Information maintained by TOSPS other than as is expressly provided by The Terms.

- You covenant that your usages of End User Personal Information will not conflict with The Terms or your professional and legal duties and obligations. You understand that the information available from TOSPS, including, but not limited to, the FAQs, is to be used at your own risk.

## **10. SERVICE FEES**

In the event that you elect to use the Services and Site for the provision of counselling services to the End User, you shall pay TOSPS the following:

1. A fee of £199.00 by way of an annual membership registration fee (“The Registration Fee”); and
2. An administration fee for each individual session provided to the End User for TOSPS Services and

the use of the Site equivalent to 15% of the value of the session invoice (“The Administration Fee”). You agree that this payment together with all other fees and charges due may be automatically deducted by TOSPS from your designated TOSPS Payment Account (s) with the balance then being transferred into your designated TOSPS Payment Account (s).

TOSPS may increase The Registration Fee and/or The Administration Fee upon thirty (30) days prior notice to you.

## **11. LINKED PAYMENT PROCESSING ACCOUNTS**

Any “linked” payment processing accounts with third parties (such as PayPal or Authorize.net) will appear in your TOSPS profile on the Site.

## **12. DIRECT DEPOSIT OF PROVIDER FEES**

By completing the information in your Profile, including the nomination of a bank account for direct deposit of any amounts owed to you, you are authorizing TOSPS to make deposits to that account. This authorization will remain in effect until you cancel such authorization and/or advise us of a substitute account.

## **13. ELECTRONIC COMMUNICATIONS**



- You agree that all electronic communications, access information or other identity information provided upon registration or otherwise whilst using the Services of TOSPS, will be deemed valid, authentic and binding.
- You agree (to the maximum extent permitted by law) to hold harmless TOSPS and its vendors and suppliers and protect and indemnify TOSPS and its vendors and suppliers from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable legal representatives' fees and court costs) of any kind, directly or indirectly arising out of or in any way connected with any Services rendered by TOSPS pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.
- You agree that all electronic communications including, but not limited to, data entry, will not be fraudulent or otherwise incorrect, and that you have the right to disclose any such information provided to TOSPS. **14.**

#### **COMMUNICATION FEES AND CHARGES**

You agree to be responsible for any telephone charges and/or Internet service fees you incur

in accessing your account(s) through the Services.

## **15. CHANGES IN SERVICES/INTERRUPTIONS IN SERVICE**

We may revise, discontinue, or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, the Site, The Terms, the scope of the Services, and any materials related to the Services), or your access thereto. Without limiting the foregoing, we reserve the right at any time to terminate the applicability of The Terms in relation to all prior versions of the Services and/or related materials and limit access to more recent versions and updates.

You may choose to accept or decline such changes by closing, continuing or discontinuing use of the Services to which the changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes and the then current version of The Terms as posted on the Site.

We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice

of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

## **16. TERMINATION**

We reserve the right to terminate The Terms and your access to the Services, in whole or in part, at any time and for any reason with any reimbursement of service fees being wholly determined by The Terms.

## **17. ASSIGNMENT**

We expressly reserve the right to assign The Terms and to delegate any of the obligations hereunder at our sole discretion and without your consent. We may also assign or delegate certain of our rights and responsibilities under The Terms to independent contractors or other third parties.

## **18. WAIVER**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is made in writing and signed by a duly authorised officer of TOSPS. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **19. HARM TO COMPUTER SYSTEMS/DATA**

You agree that we shall have no liability of any kind for viruses, worms, Trojan Horses or other similar harmful components that may enter your computer by downloading information, software, or other materials from the Site or any other TOPS site.

## **20. LIMITATION OF LIABILITY**

You acknowledge that TOSPS is not a health care provider, licensed or otherwise. TOSPS cannot and will not assume responsibility for or control over the care of any patient, which shall, at all times remain your responsibility. TOSPS will not be responsible for the assignment of staff to treat End Users or any other activity that involves the practice of medicine or the provision of health care services.

You acknowledge and agree that TOSPS is not responsible for: (i) the accuracy, reliability, timeliness, or completeness of Your Information, End User Personal Information, other data provided

by End User, or any other data or information provided or received through the Site or the Services,

(ii) the results that may be obtained from the use of the Site or the Services, (iii) the provision of your services as a result of your reliance on any End

User Personal Information or other data provided by End User, through the Site or the Services, or

(iv) the cancelling or rescheduling of any appointment booked through the Site or the Services by any End User, and ***Except as otherwise expressly provided herein, your use of the Services is at your own risk.***

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE ENTITIES COMPRISING TOSPS OR ITS VENDORS AND SUPPLIERS, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR SERVICES IS LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND; OR (II) LOSS OF PROFITS, LOST REVENUE, COST OF REPLACEMENT GOODS OR SERVICES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE OR SERVICES, OR THE INABILITY TO ACCESS OR USE THE SITE OR SERVICES, WHETHER CAUSED BY TOSPS OR THIRD PARTIES, ONLINE SERVICE PROVIDERS, ANY AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING. IN NO EVENT SHALL TOSPS' LIABILITY UNDER THIS AGREEMENT EXCEED

THE AMOUNT PAID BY YOU FOR SERVICES IN THE LAST 30 DAYS.

## **21. INDEMNIFICATION**

You will defend, indemnify and hold TOSPS and its affiliates, directors, officers, employees, consultants and agents harmless from any and all claims, actions, proceedings, losses, damages, liabilities and expenses, including reasonable legal representatives' fees and amounts awarded by a court or paid in settlement, arising from or related to:

(i) any services or treatment provided by you to an End User resulting from your use of the Services or the Site, or (ii) any breach of a representation or warranty hereunder.

## **22. JURISDICTION**

The terms and conditions contained in The Terms shall be construed under and governed by the Law of England and Wales and any dispute arising from The Terms of whatsoever nature or kind shall be governed by the Law of England and Wales.

## **23. WARRANTY DISCLAIMER**

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED

HEREIN, THE SERVICES AND THE SITE ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/ OR REASONABLENESS, FITNESS FOR A PARTICULAR PURPOSE, THE NUMBER AND FREQUENCY OF ENQUIRIES RECEIVED VIA THE SERVICES AND THE SITE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

WHILE TOSPS MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TOSPS MAKES NO WARRANTY THAT:

(i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

***Nothing contained in the Services is intended to provide medical, legal, accounting, tax, business, or financial advice. You should***

***consult your own professional advisor on such matters.***

## **24. NO INDUCEMENT**

This Agreement has been negotiated in good faith through arms' length negotiations. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit a party or any of its affiliates regarding referrals of business, or recommending the ordering of any items or services, of any kind whatsoever to any of the other parties or their affiliates, or to any other person; or (ii) to interfere with an End User's right to choose his or her own health care provider.

## **25. SEVERABILITY**

If any provision of this Agreement is void or unenforceable, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

## **26. INDEPENDENT CONTRACTORS**

The relationship of the parties shall be that of independent contractors. Neither party will represent that it has any authority to assume or



create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided herein.