

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The definitions below will be applied to the General Terms and Conditions described herein, as well as to the Patient Agreement and Therapist Agreement:

Account	means a unique account created for the Client to access the Platform and its Services.
App	means the software program(s), provided by Mindly and downloaded by the Client on any electronic device from the App Store. Mindly provides two separate apps for Clients - one for Therapists (Mindly Therapist) and another to Patients (Mindly Therapy), all together referred to as app. App is accessible on any electronic device supporting iOS, Android platforms.
App Store	means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the App has been downloaded.
Booked Session	means Therapy session, except Trial Session, that the Client has booked from the available Subscription Balance.
Client	means the Patient and Therapist both collectively referred to as the Client.
General Terms and Conditions (also referred as the Terms)	means these terms and conditions that regulate Platform services for the Patient and Therapist. These general terms and conditions are additionally applied to the Patient Agreement and Therapist Agreement.
Mindly	means Mindly Europe OÜ, Estonian private limited company with registry code 16165140, which maintains and manages the Platform.
Payment Data	means any personal or financial information collected from a credit card, debit card or other payment method, including but not limited to a payment account number, card expiration date, also full name, address, state, zip code, telephone number, email.
Patient	means any natural person seeking mental health therapy, psychology, psychotherapy, psychiatry, counselling and/or advice from a Therapist.
Patient Agreement	means an agreement concluded between the Patient and the Therapist for conducting Therapy sessions.

Party/Parties	means Mindly, Patient and Therapist each of them separately as party or together as parties.
Platform	means App and Website together.
Payment Processing Providers	means third-party service providers that enable the acceptance of payments and management of Subscriptions.
Service (also referred as Therapy)	means mental health therapy, psychology, psychotherapy, psychiatry, counselling, and advice sessions provided by the Therapist to the Patient(s) via the Platform (App or Website). The sessions are provided over a video conference or voice call that is incorporated within the Platform.
Subscription	means access to the Services offered on a subscription basis by Therapist to Patient. The period selected by the Patient during which s/he has access to the Therapy sessions by one of the selected Therapists can be chosen under the Account. A Patient can have several active subscriptions with different Therapists in parallel. Patients can see all the selected subscriptions and additional information about the subscription (subscription duration, number of sessions and price) under their Account.
Subscription Balance	means a balance of Therapy sessions available for booking. The subscription balance is automatically updated each time a Patient buys a Subscription or when a Therapy session has been booked.
Therapist	means a natural or legal person who has registered with Mindly Platform as a mental healthcare professional to provide Services to the Patients.
Therapist Agreement	means an agreement concluded between Mindly and the Therapist for providing Services to the Patients on the Platform.
Trial Session	means each first Therapy session purchased by a Patient from a Therapist with whom s/he has not previously had Therapy session(s).
Used Session	means a Therapy session that is completed, and the Patient has attended. Session is also considered as Used session if the Patient or Therapist has not appeared at the agreed time and has not rescheduled or cancelled the Booked Session on time.
Website	Means https://mindlyspace.com

2. GENERAL

- 2.1. Mindly operates the Platform. These General Terms and Conditions govern the use of the Platform, including the relationship between the Patient, Mindly and the Therapist.
- 2.2. Client's access to and use of the Service is conditioned on Client's acceptance of and compliance with these General Terms and Conditions.
- 2.3. The Patient represents that s/he is at least 18 years of age or of legal age in their place of residence if an adult is over 18 years of age in that jurisdiction, or if the Patient is considered a minor in his/her country, s/he has the permission of a parent or a legal guardian.
- 2.4. The Client is aware and agrees that his/her personal data will be processed in accordance with Mindly's Privacy Policy, which is available here: [...]. Mindly may change the Privacy Policy unilaterally.
- 2.5. The Client is aware and agrees that by using the App, s/he is also required to follow the relevant App Store's own terms and conditions.

3. HEALTH DISCLAIMER

- 3.1. The services provided are not intended for emergency situations. If the Patient is experiencing thoughts of self-harm or harming others, or any other physical or mental symptoms indicative of a serious condition or life-threatening emergency, it is advised to immediately visit the nearest hospital emergency department or call the appropriate emergency number without delay.
- 3.2. For the avoidance of doubt Mindly is not operating as a healthcare service provider.

4. ESTABLISHING AN ACCOUNT

- 4.1. To open an Account, the Client downloads the relevant App from the App Store or registers on the Website, enters an email address, chooses a password, and enters any additional data required by Mindly and agrees to the General Terms and Conditions.
- 4.2. Once the Account has been created, the Patient may choose a Therapist to commence sessions with.
- 4.3. To log in to the Platform, the Client must use the e-mail address and password used when registering the Account.
- 4.4. The Client may not disclose his/her password to third parties. If the password becomes available to a third party, the Client is obliged to change it immediately.
- 4.5. Actions performed on the Platform after entering the Client's email address and password upon entering the Account are treated as the Client's signature or consent. All applications, agreements and other documents confirmed or submitted by the Patient and Therapist on the Platform are binding on the Parties.
- 4.6. Therapists who wish to provide their Services through the Platform must have relevant professional training or be in the process of obtaining it, to conduct Therapy sessions. Therapists shall indicate their specialisation and area of expertise, approximate years of experience upon registration, comply with the

ethical requirements applicable to the profession, and sign a separate Therapist Agreement with Mindly to use the Platform and provide the Service.

- 4.7. Patient who wishes to use the Services must be at least 18 years of age or of legal age in their place of residence if an adult is over 18 years of age in that jurisdiction, or if the Patient is considered a minor in his/her country, s/he must have the permission of a parent or legal guardian.
- 4.8. The Client ensures that s/he provides accurate, current, and complete information about themselves upon registration and use the Account management tools provided to keep Client data, including contact address, any Payment data accurate, current and complete.

5. SERVICE PROVISION

- 5.1. The Platform acts as a bridge between the Therapists and Patients, facilitating Therapists in providing their professional services while allowing Patients to access convenient and confidential mental health counselling from these Therapists. For the sake of clarity Mindly does not offer any Therapy sessions and is not responsible for these. Mindly only offers a digital platform that allows Patients and Therapists to establish contact with each other to book and conduct Therapy sessions. The Platform for Therapists is meant for receiving orders for Therapy sessions, conducting the Therapy sessions, and managing their Services on the Platform.
- 5.2. To use the Services of a selected Therapist via the Platform, the Patient is required to sign a separate Patient Agreement with the Therapist, in addition to accepting the General Terms and Conditions.
- 5.3. Every Patient is granted one Trial Session with each Therapist s/he has not previously engaged with. The payment for the Trial Session must be made in advance by the Patient. Following the Trial Session, the Patient has the option to purchase a Subscription for further sessions with the same Therapist. Please note that the Subscription is exclusively valid for sessions with the chosen Therapist.
- 5.4. The Patient can book a Therapy session up to 8 (eight) weeks in advance.
- 5.5. Therapy sessions are provided only via video conference or audio call on the Platform between the Therapist and Patient(s). The Therapy sessions may be one-on-one sessions or as couples' sessions or other group sessions.
- 5.6. The sessions are not recorded or summarised in any way on the Platform.
- 5.7. The length of one Therapy session is indicated on the Platform.

Rescheduling

- 5.8. Patients and Therapists have the flexibility to reschedule Booked Sessions unlimited times throughout the Subscription period and even after the Subscription period ends. For the sake of clarity, upon cancellation of the Subscription, as described in the clause 6.5, if the Patient cancels any Booked Sessions associated with that Subscription beyond the Subscription period, those Booked Sessions will be lost.
- 5.9. Patients may reschedule their Booked Sessions up to 24 hours in advance. Therapists are permitted to reschedule up to 72-hour after the commencement of

the Therapy session.

6. SUBSCRIPTIONS

Subscription period

- 6.1. Mindly offers the following Subscription plans for the Patients on the Platform:
 - 6.1.1. **Monthly Subscription** includes 4 (four) Therapy sessions. The Subscription will be renewed automatically each month by adding 4 (four) new Therapy sessions with the chosen Therapist to the Subscription Balance;
 - 6.1.2. **Quarterly Subscription** includes 12 (twelve) Therapy sessions. The Subscription will be renewed automatically after every 3 (three) months by adding 12 (twelve) new Therapy sessions with the chosen Therapist to the Subscription Balance;
 - 6.1.3. **Bi-annual Subscription** includes 24 (twenty-four) Therapy sessions. The Subscription will be renewed automatically after every 6 (six) months by adding 24 (twenty-four) new Therapy sessions with the chosen Therapist to the Subscription Balance.
- 6.2. The Patient will be paying in advance on a recurring and periodic basis (monthly, quarterly or bi-annually) for the whole Subscription period, depending on the type of Subscription plan the Patient selects when purchasing the Subscription.
- 6.3. The Patient can manage all its Subscriptions and check their Subscription Balance, Booked Sessions, Used Sessions as well as invoices and payments under the Account any time.
- 6.4. All unbooked sessions expire within the applicable billing cycle according to the chosen Subscription plan. Any unbooked Therapy sessions left under the Subscription Balance will not roll over or be eligible for use after the Subscription period ends and these sessions will be lost once the Subscription renews automatically. For the avoidance of doubt, a Booked Session is not considered unused Therapy session, therefore if the Patient books a Therapy session before the end of Subscription period (e.g. on the last day of the Subscription period) according to the clause 5.4 above, then the Patient can still use that Booked Session and it will not be lost.

Cancellation of the Subscription

- 6.5. Patients may cancel the Subscription plan at any time on the Platform under the Subscription. The Subscription must be cancelled before it renews in order to avoid the next billing cycle. The Patient will not receive a refund for the fees already paid for the cancelled Subscription period, including if cancelled automatically due to failed billing (clause 6.7), and the Patient will be able to access the Service until the end of his/her current Subscription period or until all Booked Sessions are completed, whichever is latest.

Billing

- 6.6. Mindly uses Payment Processing Providers for the payment transactions on the Platform. Payments will occur automatically once the Subscription plan renews, except for the first Trial Session.

- 6.7. Should automatic billing fail to occur for any reason, then the Subscription will not be renewed for the next period and will be automatically cancelled.
- 6.8. Patients will be notified via Platform should the Subscription fees be changed by the Therapist on the Platform. This shall give the Patient an opportunity to cancel the Subscription plan and avoid future automatic Subscription renewal based on the new fee.

Refunds

- 6.9. If the Trial Session is cancelled by the Patient or Therapist, the funds will be automatically refunded to the Patient.
- 6.10. Any Used Sessions, where the Therapist did not show up, after at least 15 minutes from the start of the Session, will be refunded to the Patient upon their request.
- 6.11. If the Patient is not fully satisfied with the Therapy session received, then certain refund requests for Trial Sessions and Therapy sessions under the Subscriptions may be considered by Mindly on a case-by-case basis and granted at the sole discretion of Mindly.
- 6.12. Any unused and upcoming Booked Sessions will be refunded to the Patient if the Account will be closed by Mindly according to the clause 9.4.

7. LIABILITY

- 7.1. Notwithstanding any damages that the Client might incur, the entire liability of Mindly and any of its suppliers under any provision of these Terms and the Client's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by the Client through the Platform.
- 7.2. Mindly holds no liability for any harm inflicted upon Patients by the Therapists and/or vice versa. It is incumbent upon the Therapist to secure an appropriate education, training, experience, licence or certification in their field of operation, should such accreditation be necessary for the provision of the Service based on the applicable law to the Therapist.

8. RESTRICTING THE ACCOUNT

- 8.1. Mindly has the right to immediately block access to the Account or limit the use of the Services at its sole discretion, if:
 - 8.1.1. Mindly suspects that a third party has gained unauthorised access to the Account;
 - 8.1.2. Mindly has doubts about the Client's identity and Mindly has not been able to contact the Client to establish his identity;
 - 8.1.3. the Client violates these General Terms and Conditions, the Patient Agreement, the Therapist Agreement or uses the Platform in any illegal way;
 - 8.1.4. the Client has provided false or misleading information or has forged documents;
 - 8.1.5. Mindly suspects that the Patient may be using stolen payment (credit/debit) card to pay for the Services on the Platform;

- 8.1.6. Client has opened a new Account even though Mindly had closed or blocked previous Account for the same Client.
- 8.1.7. If the Client engages in any fraudulent, deceptive, or unethical behaviour intended to manipulate, bypass, or undermine these General Terms and Conditions, the Patient Agreement, the Therapist Agreement or use the Platform in any unauthorised way.

9. CLOSING THE ACCOUNT

- 9.1. Mindly has the right to close the Account at its sole discretion and without notice, if:
 - 9.1.1. The Client violates these General Terms and Conditions, the Patient Agreement, the Therapist Agreement or uses the Platform in any illegal way;
 - 9.1.2. The Client has provided false or misleading information or has forged documents;
 - 9.1.3. Mindly suspects that the Patient may be using stolen payment (credit/debit) card to pay for the Services on the Platform;
 - 9.1.4. Client has opened a new Account even though Mindly had closed or blocked previous Account for the same Client.
 - 9.1.5. If the Client engages in any fraudulent, deceptive, or unethical behaviour intended to manipulate, bypass, or undermine these General Terms and Conditions, the Patient Agreement, the Therapist Agreement or use the Platform in any unauthorised way.
- 9.2. The Client has the right to request the closure of the Account at any time. The details related to closing a Therapist Account are specified in the Therapist Agreement.
- 9.3. The Patient is aware that if the Subscription Balance is not zero at the time of closing according to the clauses 9.1 and 9.2, then the Patient will lose all Therapy sessions available on the Subscription Balance and Mindly is not obliged to compensate them.
- 9.4. Mindly may close the Account at any time without good reason, by notifying the Patient in writing or in a form that allows for a written reproduction at least 10 (ten) business days in advance.

10. NOTICES

- 10.1. All notices between the Parties must be submitted in writing and sent via the Platform to the other Party, unless the Patient Agreement or Therapist Agreement provides otherwise.
- 10.2. The notice is deemed to have been delivered to the other Party if it has been sent to the Party via the Platform communication channel and the system has confirmed that the message was successfully sent and the Party has had the opportunity to read it, however the notification is considered received by the Party if 24 (twenty-four) hours have passed since it was sent by the Party.

11. MISCELLANEOUS

- 11.1. These General Terms and Conditions shall be governed by the laws of the Republic of Estonia. If any dispute arising from or related to the Terms cannot be resolved through negotiations, then it shall be settled in the Harju County Court as the court of first instance.
- 11.2. If the Patient is a consumer of the European Union, the Patient benefits from the mandatory provisions of the laws of the country where the Patient lives.
- 11.3. To develop, improve, add, modify, discontinue, or eliminate aspect(s), features or functionality of the Services from time to time for any reason including without limitation for purposes of compliance with applicable laws and regulations, to effect improvements in security and functionality, to correct errors, or for any other purposes Mindly has the right to make unilateral changes to these Terms. If a revision is material, then Mindly notifies the Clients within reasonable time in advance via email, through the Platform or through any other reasonable means.
- 11.4. If any provision of the General Terms and Conditions shall, in whole or in part, be determined to be invalid, unenforceable, or void for any reason, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect. The Parties shall use their best endeavours to replace such invalid, unenforceable or void provision with a new valid and enforceable provision.
- 11.5. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a Party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.
- 11.6. In all matters not regulated by the Terms, the Parties are guided by laws, good manners, established customs and practice.
- 11.7. These General Terms and Conditions have been written in English. If any discrepancies arise due to translation, the English version shall prevail.