



## HALEN TERMS AND CONDITIONS

We are Halen, a trading name of Liberate Health Limited, a company registered in England and Wales. Our company registration number is 12568933 and our registered office is at 7-9 The Avenue, Eastbourne, East Sussex, BN21 3YA. Our registered VAT number is 361 9931 72 (referring to ourselves as “Halen”, “we”, “us” and “our” in these terms and conditions). We are a web/mobile-based platform (the “Platform”) which facilitates the delivery of professional services between you and not limited to) counselling, well-being, performance, optimisation, therapy and/or training (in multiple media formats) (such content, together with the professional services being the “Services”). These terms and conditions set out the terms on which we enable you to access and use the Services via our Platform.

We may update these terms and conditions from time to time for legal or regulatory reasons. Any changes will be notified here on this page of our website or for any material changes, and assuming you have an account, we will e-mail you. The changes will apply to your access and use of the Services via the Platform after we have given notice. If you do not wish to accept the new terms and conditions you should not continue to access and use the Services. If you continue to access and use the Services after the date on which the change comes into effect, your access and use of the Services shall be deemed to indicate your agreement to be bound by the updated terms and conditions.

trained professionals (each a “Pro”), together with the delivery of other content to you related to (but Platform registration and account creation

- 1.1 **How to create an account:** When you first access the Platform via our website and/or mobile application, you will be required to complete a registration form to create an account. By clicking “Get Started” you will be prompted to enter certain details including your name, e-mail address and, if you choose to do so your gender as well. You will also be asked to create a password and then agree to these terms and conditions and our privacy and cookies policy. In creating an account and agreeing to our terms and conditions and privacy and cookies policy you: (a) accept and agree to be legally bound to these terms and conditions and our privacy and cookies policy; (b) confirm that you have provided us with information that is true, accurate, and up-to-date; (c) confirm that you are over 18; and (d) confirm that you have not previously had access to our Platform denied by us.
- 1.2 **Account verification:** Once you have created your account, we will send an e-mail to your e-mail address to verify your account by asking you to input the verification code provided in this e-mail. Only if this verification code is inputted by you will your account then become active.

- 1.3 **Your personal data:** You agree that we are a data controller in respect of any personal data that we collect from you and process in conjunction with you registering with us and using the Platform (with the terms “data controller”, “personal data” and “process” all having the meanings as set out in applicable data protection legislation, including the GDPR). Further details on our data handling practices are available in our privacy and cookies.
- 1.4 **Responsibility for access:** It is your responsibility to ensure that you have appropriate technical requirements in place to access and participate in the Services via the Platform, including sufficient internet bandwidth to attend any Session. We are not required to maintain anything other than the current version of the Platform and you will, for example, be required to ensure that your phone operating system matches our current Platform requirements.
- 1.5 **Individual Use:** The rights granted to you to access and use the Services via the Platform are to be used for your individual purposes only. You shall, once you have registered and verified your account, keep your account details confidential and not disclose them to any third party. If you discover that the Platform is being accessed and used by any third-party you agree to inform us immediately and if we discover that you have provided your account details to anyone else we reserve the right to terminate your access to the Platform immediately.
- 1.6 **Problems:** If you are having problems accessing the Platform, please contact us via [help@halenstrength.com](mailto:help@halenstrength.com). In addition if you have concerns or questions during receipt of the Services (including any Session) then please raise these directly with us via [help@halenstrength.com](mailto:help@halenstrength.com).

## 2. The Services

- 2.1 **Information we require about you:** Once you have created and verified your account, we will ask you to tell us some more information about yourself in order to ensure that we can suggest Pros that match your needs. This will include information as to what you are interested in focusing on (e.g., anxiety, stress, career performance) as well as an optional field where you can give us more information should you choose to do so.
- 2.2 **Matching you with Pros:** Once you have provided us with the information set out in clause 2.1, we will then provide our suggestions to Pros that may be of interest to you. You can also scroll through the whole list of Pros at any time to find a Pro which you wish to provide Services to you via the “Pros” section of the Platform.
- 2.3 **Selecting a Pro and booking a Session:** Once you have selected the Pro which you wish to provide Services to you via the Platform, we will inform you of when that Pro’s next available session (a “Session”) is. You can then click “Book a Session” and select the time and date on which you want such Session to take place. Once selected you will then pay for the Session either using Credits (as purchased and defined in clause 3 below) or via a one-off fee (as described in clause 3 below). You will then have the option of adding the Session to your calendar if you wish.

- 2.4 **Attending a Session:** On the date and time of your Session, when you log-in to our Platform you will see the list of your upcoming Sessions. A few minutes prior to the start time of your Session you will then be able to access it to attend the Session in question.
- 2.5 **Session duration and frequency:** Each individual Session will last for the duration specified when booking a Session. The frequency of Sessions will be determined by arrangements between you and your Pro(s), subject to our agreement with you and your own selection of how you choose to redeem your Credits.
- 2.6 **Late Attendance:** If you arrive late to a Session, you will only be able to see the Pro for the remainder of the time allotted for the Session, provided you arrive within 10 minutes of the scheduled time. If you have not arrived within 10 minutes of the scheduled appointment time, it is up to the discretion of the Pro whether to wait and conduct the remainder of the Session or to treat the Session as a cancellation.
- 2.7 **Rescheduling a Session:** If you need to reschedule a Session, we will be able to accommodate this provided it is communicated to us and the Pro using the Platform's rescheduling feature more than 24 hours before the Session's scheduled start time. In such an instance, your Credit and/or any fees paid will be applied to the rescheduled Session. If you communicate a cancellation of a Session less than 24 hours before a Session's scheduled start time, you will not be entitled to a rescheduled Session, your Credit and/or any fees paid will be determined to have been redeemed and you will not be entitled to a refund.
- 2.8 **Pro rescheduling or cancellation:** In instances when a Pro is unable to attend a Session, the Pro will give you as much notice as possible and either suggest an alternate date/time to reschedule or notify you via the Platform of a cancellation. In either case, you will not be charged for the Session and you can apply that Session's credit to a future session. You may also request a refund of that Credit/the applicable fees.
- 2.9 **Our Pros:** All of our Pros adhere to any required code of ethics and rules of any regulated body which they are a member of. The details of the Pros' regulatory bodies or qualifications will be found on their profile. Notwithstanding the foregoing, where a Pro is a qualified doctor, the services being provided by such Pro are not medical treatment and the Pro is not providing such services on that basis. If you are seeking medical advice or intervention you should contact your GP or other qualified health practitioner. Your acceptance of these terms and conditions constitutes acknowledgement and acceptance that no Pro, whether a qualified physician or not, is engaging with you as a medical practitioner and the Services provided are not medical services.
- 2.10 **Additional Pro rules:** When receiving the Services and throughout the contract between us and you, we or our Pros will communicate to you certain rules and expectations of you when receiving the Services and we reserve the right to suspend and/or terminate your access to the Platform if these rules are breached.
- 2.11 **No outside contact and disclaimer:** All contact between you and any Pro, including the arrangement of Sessions, will be conducted through the Platform. You acknowledge and agree that our Platform is an introductory platform only, facilitating contacts between a Pro and you/other end customers. Whilst you contract with us in respect of

your use of our Platform for the purposes of a Pro delivering the Services to you, including any Session, the terms on which the Services are provided to you are solely the responsibility of each Pro. Halen does not warrant or represent to you that use of our Platform to enable you to access the Services delivered by the Pros is appropriate in any instance whether on clinical or any other grounds as we are a technology service provider (in the counselling, mental health, well-being, performance, optimisation, and therapy industry), and not a qualified practitioner. Halen shall not be liable for any claim or liability in relation to the delivery of the Service or resulting from any other transactions between a Pro and you when using our Platform and such claims shall be directed to the Pro themselves.

### **3. Payment and Credits**

- 3.1 **Taster Session:** Your first Session with any Pro will be charged at a special introductory rate and we offer a one-time offer to then allow the cost of this Session to be deducted from your first one-off payment and/or Credit bundle purchase. For example, if the introductory rate is £19.99 you will pay this fee up-front prior to booking your first Session but then, if you attend any further Sessions and/or purchase a Credit bundle we will deduct the cost of this from such payment so that your first Session ends up being free. This offer can only be redeemed once. Thus, you will continue to be charged introductory rates for your first Session with any Pro but will only be able to offset such costs against any future payments (whether for that Pro or any other Pro) once.
- 3.2 **Credits:** Whilst you can pay for a Session at any time as a one-off charge, we offer a system of Credits whereby you can obtain a cheaper rate by purchasing a package or "bundle" of credits ("Credits"). For example, one Session may be £119 per Session or you can buy 4 Sessions for £449 and hence save £27 or buy 12 Sessions for £1,119 and hence save £309.
- 3.3 **Referral/Discount codes:** We may, from time to time, offer referral or discount codes which, if entered on the payment page, offer money off your fees for a Session and/or Credits.
- 3.4 **Credit validity and no exchange:** When you purchase a Credit it will be valid to be redeemed for a period of 12 months from the date of purchase and, at the end of such period, it shall automatically expire. The Credit will no longer show on your account from the expiry date and will no longer be available for use. We have no obligation to inform you that a Credit is due to expire and it is your sole responsibility to ensure that any Credits are used prior to the expiry date. The Credits cannot be exchanged for cash or any monetary equivalent. If you purchase Credits in relation to Sessions for a particular Pro they can be redeemed against a Session for any other Pro. If the Session with that Pro costs more than the amount of the Credit in question you will simply be required to pay the difference and, if it costs less the balance of the Credit will remain to be applied to any future Session.
- 3.5 **Payment:** You shall pay the fees for any Session, or any Credits, via the payment methods detailed on the Platform. All payments by credit or debit card are subject to checks by us, your card issuer and any payment provider.

3.6 **VAT:** All prices shown on the Platform are inclusive of VAT or other taxes (where applicable).

3.7 **Third party payment providers:** We are not a payment provider or a 'merchant' for payment and may use third party payment providers such as Stripe to collect fees for any Session, including Credits. In such instances, we are not party to any agreement between you and the payment provider and are not liable for any claim or liability in relation to payment provision services. You may be bound by the payment provider's terms which may be different to these terms and conditions. Payment providers may decide whether you are suitable to use their services and we are not liable for such decisions.

#### **4. Cancellation and refunds**

4.1 **Your Statutory Cancellation Right:** Subject to clause 4.2, within the 14-day period commencing on the date on which you first purchase a Session and/or any Credits, you have, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the right to cancel such purchase by notifying us of your wish to do so (your "Statutory Cancellation Right"). If you wish to enforce your Statutory Cancellation Right please contact us at [help@halenstrength.com](mailto:help@halenstrength.com) and we will arrange to provide you with a refund of any fees and/or Credits paid to us in this 14 day period.

4.2 **Exceptions to your Statutory Cancellation Right:** You will not be able to obtain any refunds in accordance with clause 4.1 if you have already attended the Session and/or redeemed all Credits purchased as, by doing so, you are confirming that you wish to waive the Statutory Cancellation Right. If, however, you have redeemed one Credit out of a bundle but then wish to cancel the remaining Credits within the 14 day period you will be able to do so in accordance with clause 4.1 above.

4.3 **Termination of your account by you outside the 14 day period:** If you wish to terminate your account and hence access to and use of our Platform, you may do so at anytime within the Platform via the "Account" feature or otherwise e-mail us at [help@halenstrength.com](mailto:help@halenstrength.com) If you do so we shall not, however, be required to refund you for any unused Credits as at the date of such termination.

4.4 **Failure to cancel a Session within 24 hours of its start time:** In accordance with clause 2.7, if you communicate a cancellation of a Session less than 24 hours before a Session's scheduled start time, you will not be entitled to a rescheduled Session, your Credit and/or any fees paid by you will be determined to have been redeemed and you will not be entitled to a refund.

4.5 **Suspension of your Platform access:** We may, at our sole discretion, without liability, suspend your access to the Platform, and hence ability to access and use the Services and attend any Session if in our reasonable opinion, you have breached (or we suspect you may have breached) the provisions of these terms and conditions, including any rules we or a Pro may specify as noted to you under clause 2.10. Suspension is not a waiver of any right of termination which we may have under these terms and conditions.

4.6 **Halen terminating your Platform access:** We may terminate your access to and use of the Platform without liability:

- 4.6.1 at our absolute discretion at any time whether with or without notice; or
  - 4.6.2 immediately if, in our reasonable opinion, you have breached (or we suspect you may have breached) the provisions of these terms and conditions.
- 4.7 In the circumstances listed in clause 4.6.1 above, we may, in our discretion, refund you any fees paid in respect of Sessions not yet participated in and/or Services not yet obtained, together with any unused Credits (including where any Session has not been received). In the circumstances listed in clause 4.6.2 above, we will not refund you any fees and/or Credits.
- 4.8 **Effect of Cancellation/Termination:** The termination of your right to access and use the Platform, for whatever reason, shall:
- 4.8.1 immediately end all licences granted under these terms and conditions to access and use the Platform in order to receive the Services, including to attend any Session;
  - 4.8.2 not affect any of your rights, remedies, obligations or liabilities that have accrued during the term of our contract, including the right to claim damages in respect of any breach of these terms and conditions by us; and
  - 4.8.3 not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

## 5. The Services and our IP

- 5.1 **No Implied Terms:** We exclude, to the fullest extent permitted by law, any conditions, warranties, terms and undertakings which would otherwise be implied into any contract (whether by statute or otherwise) relating to your access and use of the Services via our Platform.
- 5.2 **Platform Access:** It is possible that your access to the Platform may be occasionally restricted to allow for repairs, maintenance or the introduction of new Services. In such cases we will notify you and attempt to restore the Platform as soon as we reasonably can.
- 5.3 **Our website:** Our website and its content (including all articles, blog posts, videos, podcasts, photographs, images, text, fonts, the HALEN name and logo, and designs) are owned by us (or our licensors) and are protected by intellectual property rights (including copyright, design rights, database rights and trade mark rights) and are made available for you to peruse and determine whether or not you wish to access and use the Services via our Platform. If you wish to reproduce any element of our website other than for your own personal and individual use you require our permission to do so.
- 5.4 **Our Platform:** We own (or have a licence to use) all intellectual property rights (including all copyright, design rights, database rights and trade mark rights) subsisting in our Platform (including all articles, videos, photographs, images, text, fonts and

designs) ("Platform IP"). All right, title and interest to the Platform IP remains with us or our licensor(s)(as the case may be).

5.5 **Licence to use Platform to access the Services:** Subject to your compliance with these terms and conditions, including payment of any fees and/or payment for Credits, we will grant you a non-exclusive, non-transferable, revocable, personal licence to access and use the Services via the Platform, including attending any Sessions. This licence is personal to you and should we establish or reasonably suspect that you are using anyone else's account details we shall have the right to suspend and/or terminate your access to the Platform until this issue is resolved.

5.6 **Restrictions:** You may not, in relation to accessing and using the Services via the Platform and/or when browsing our Website:

5.6.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, alter, reverse engineer, decompile, disassemble or otherwise reduce to human perceivable form all or any part of our website and/or the Platform except to the extent that the foregoing restrictions are not prohibited by applicable law;

5.6.2 attempt to obtain, access, alter, or destroy all or any part of our website and/or the Platform (including any Platform IP);

5.6.3 access, transmit, create or store any virus, worm, trojan horse, bot or other destructive or contaminating program when browsing our website and/or accessing and using the Services via our Platform; or

5.6.4 deploy, when browsing our website and/or accessing and using the Services via our Platform, any bot, spider, web crawler or other automated query program at any time for any reason. We prohibit scraping, crawling, caching or otherwise accessing any content on our website and/or Platform. The use of automated systems or software to extract data from our website and/or Platform for commercial purposes, ('screen scraping') is prohibited unless you have a written licence agreement with us which permits you to do so.

## 6. Liability

6.1 **Restriction on Limitations and Exclusions:** Notwithstanding the other provisions in these terms and conditions, none of the exclusions or limitations in these terms and conditions shall exclude or restrict our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation or for any other liability that we cannot exclude or limit under any applicable law.

6.2 **Our liability:** Subject to clause 6.1, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these terms and conditions, but we are not responsible for any loss or damage that is not foreseeable. In particular, we are not liable for business losses because we supply the Services to consumers only.

6.3 **Limitation of Liability:** Subject to clause 6.1, our total liability to you in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or

for any other common law or statutory cause of action or otherwise arising by reason of or in connection with these terms and conditions shall be limited to the fees and/or any Credits paid or purchased by you in the 12-month period prior to the date of breach.

6.4 **Force Majeure:** We shall not be responsible for any breach of these terms and conditions caused by circumstances beyond our reasonable control.

## 7. Other important terms

7.1 **Confidentiality.** As part of the Services being provided this will form a very important element for you. Everything which is discussed during a Session is kept strictly confidential between you and the Pro. A Pro may keep notes after a Session and these will be stored securely in accordance with the professional standards of the professional organisations and certifications to which each Pro adheres. Where an audio or video recording is made of a Session this will only be carried out with your prior knowledge and consent. All notes and recordings will be securely stored and/or destroyed after use.

7.2 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these terms and conditions. If you are unhappy with the transfer you may contact us to end the contract within 7 days of us telling you about it and we may, in our discretion, refund you any payments you have made in advance for any Sessions not provided.

7.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.

7.4 **Nobody else has any rights under this contract.** These terms and conditions are between you and us. No other person shall have any rights to enforce any of these terms and conditions. Neither of us will need to get the agreement of any other person in order to end your access to the Services or make any changes to these terms and conditions.

7.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

7.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking these terms and conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

7.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect

of your access and use of the Platform in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.