

Terms and Conditions

1. The Terms and Conditions

- The following are the Terms and Conditions (the "Agreement") for the access and use of any person ("User", "Client" or "you") in an online platform through which counseling, consulting, professional advice and any other information are provided (collectively the "Platform"). The Platform may be provided, be accessible or be available via multiple websites, devices, platforms and other means, whether owned and/or operated by us or by third parties, including, without limitation, the website betterhelp.com.
- Without derogating from the above, the Platform may be used among other things to facilitate (a) personal advice and information delivered specifically to you; and (b) general information and content which is publicly available and not transmitted to you personally.
- By accessing or using the Platform, or by clicking a button or a box indicating that you have read and agree to the terms of use, you are entering into this Agreement. You should read this Agreement carefully before starting to use the Platform. If you do not agree to be bound to any term of this Agreement, you must refrain from signing up to the Platform, you must stop making any use of the Platform and you should not access the Platform.
- When the terms "we", "us", "our" or similar are used in this Agreement, they refer to any company that owns and operates the Platform (the "Company"), its affiliated companies and the shareholders, directors, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors of the aforementioned companies.

2. The Counselors and Counselor Services

- The Platform enables you to communicate with a counselor, consultant, practitioner, professional, expert, coach, advisor or any other person (collectively "Counselor") for the purpose of getting counseling, information, advice or any other input, benefit or service (collectively "Counselor Services").
- The Counselors are neither our employees nor agents nor representatives. Furthermore, we assume no responsibility for any act, omission or doing of any Counselor.
- We make no representation or warranty whatsoever as to the willingness or ability of a Counselor to give advice.
- We make no representation or warranty whatsoever as to whether you will find the Counselor Services relevant, useful, correct, relevant, satisfactory or suitable to your needs.
- We do not control the quality of the Counselor Services and we do not determine whether any Counselor is qualified to provide any specific service as well as whether a Counselor is categorized correctly or matched correctly to you.

- While we may try to do so from time to time, in our sole discretion, you acknowledge that we do not represent to verify, and do not guarantee the verification of, the skills, degrees, qualifications, licensure, certification, credentials, competence or background of any Counselor. It is your responsibility to conduct independent verification regarding any Counselor that provides you with Counselor Services (whether through the Platform or not) and we strongly recommend that you will conduct this verification prior to communicating with any Counselor through the Platform and on a continuous basis as you use the Platform.
- Your relationship relating to the Counselor Services is strictly with the Counselor. We are not involved in any way with the actual substance of that relationship or any part of the Counselor Service (whether provided through the Platform or not), and we do not validate or involved in any of the Counselor Services.
- In case you make a payment through the Platform, or make any payment to us, this payment is made to the Counselor for the Counselor Services. We may charge the counselor by taking a portion of this payment for the use and operation of the Platform ("Platform Use Fees"). However, we will not be deemed as the counselor of any Counselor Services regardless of payment. Furthermore, the payment for the use of the Platform is made by the Counselor and not by you.

3. Use of the Platform

- You agree, confirm and acknowledge that although the Counselor may provide the Counselor Services through the Platform, we cannot assess whether the use of the Counselor, the Counselor Services or the Platform is right and suitable for your needs. THE PLATFORM DOES NOT INCLUDE THE PROVISION OF MEDICAL CARE, MENTAL HEALTH SERVICES, OR OTHER PROFESSIONAL SERVICES BY US. As operators of the Platform, our role is strictly limited to facilitating the communication between you and the Counselor and to enable the provision of the Counselor Services. It is up to you to consider and decide whether these services are appropriate for you or not.
- You agree, confirm and acknowledge that you are aware of the fact that the Counselor Services are not a complete substitute for a face-to-face examination and/or session by a licensed qualified professional. You should never rely on or make health or well-being decisions which are primarily based on information provided as part of the Counselor Services. Furthermore, we strongly recommend that you will consider seeking advice by having an in-person appointment with a licensed and qualified professional. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare counselor, by face-to-face appointment, because of information or advice you received through the Platform.
- THE PLATFORM IS NOT INTENDED FOR DIAGNOSIS, INCLUDING INFORMATION REGARDING WHICH DRUGS OR TREATMENT THAT MAY BE APPROPRIATE FOR YOU, AND YOU SHOULD DISREGARD ANY SUCH ADVICE IF DELIVERED THROUGH THE PLATFORM.
- You are advised to exercise a high level of care and caution in the use of the Platform and the Counselor services.

- IF YOU ARE THINKING ABOUT SUICIDE OR IF YOU ARE CONSIDERING TO TAKE ACTIONS THAT MAY CAUSE HARM TO YOU OR TO OTHERS OR IF YOU FEEL THAT OR ANY OTHER PERSON MAY BE IN ANY DANGER OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL THE EMERGENCY SERVICE NUMBER (911 IN THE US) AND NOTIFY THE RELEVANT AUTHORITIES. YOU ACKNOWLEDGE, CONFIRM AND AGREE THAT THE PLATFORM IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THAT YOU MUST NOT USE THE PLATFORM IN ANY OF THE AFOREMENTIONED CASES.
- The Platform may contain other content, products or services which are offered or provided by third parties ("Third Party Content"), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. You confirm and acknowledge that we have no responsibility over any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and that we will not be liable for any damage or loss caused by any Third Party Content.
- BY AGREEING TO THIS AGREEMENT YOU ARE ALSO AGREEING TO THE TERMS OF THE PLATFORM PRIVACY POLICY AVAILABLE AT <https://www.relationshipsandmore.com> (THE "PRIVACY POLICY"). THE PRIVACY POLICY IS INCORPORATED INTO AND DEEMED A PART OF THIS AGREEMENT. THE SAME RULES THAT APPLY REGARDING CHANGES AND REVISIONS OF THIS AGREEMENT ALSO APPLY TO CHANGES AND REVISIONS OF THE PRIVACY POLICY.

4. Further Disclaimer of Warranty

- YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM THE PROVIDER SERVICES OR THE PLATFORM, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY MENTAL HEALTH PROFESSIONAL OR ANY OTHER PROVIDER IN A FIELD REQUIRING LICENSURE AND/OR CERTIFICATION, WHO MAY BE ACCESSED THROUGH THE PLATFORM.
- YOU AGREE, CONFIRM AND ACKNOWLEDGE THAT WE DO NOT REVIEW, RECOMMEND, ENDORSE, EVALUATE OR PROVIDE ANY GUARANTEE, REPRESENTATION OR WARRANTY, AND SPECIFICALLY DISCLAIM ALL REPRESENTATION AND WARRANTIES, WITH RESPECT TO (A) ANY PROVIDER; (B) ANY INFORMATION ABOUT ANY PROVIDER INCLUDING WITHOUT LIMITATION ANY QUALIFICATIONS, EXPERTISE, CLAIMS OR BACKGROUND OF ANY PROVIDER; (C) THE PROVIDER SERVICES (WHETHER THROUGH THE PLATFORM OR NOT) INCLUDING WITHOUT LIMITATION ANY OPINION, RESPONSE, ADVICE, RECOMMENDATION, INFORMATION OR ANY OTHER CONTENT WRITTEN OR SAID BY A PROVIDER; (D) THE CONTENT AND THE SUBSTANCE WHICH ARE PART OF THE PROVIDER SERVICES; (E) ANY OTHER CONTENT OR INFORMATION POSTED ON THE PLATFORM OR THROUGH THE PLATFORM; (F) THE VALIDITY, ACCURACY, AVAILABILITY,

COMPLETENESS, SAFETY, LEGALITY, SECURITY, PRIVACY, QUALITY OR APPLICABILITY OF THE PLATFORM AND THE PROVIDER SERVICES.

- YOU AGREE, CONFIRM AND ACKNOWLEDGE THAT THE PLATFORM IS PROVIDED "AS IS" AND THEREFORE YOU WILL NOT HAVE ANY CLAIM OR DEMAND AGAINST US. THE USE OF THE PLATFORM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT OF THE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY.
- ANY CONSULTATION WITH A PROVIDER VIA THE PLATFORM CANNOT AND DOES NOT REPLACE A MEETING WITH A PROFESSIONAL. YOU ARE ENCOURAGED TO VERIFY THE INFORMATION PROVIDED BY THE PROVIDERS. ANY RELIANCE ON SUCH INFORMATION IS DONE AT THE YOUR FULL AND SOLE RISK AND LIABILITY.
- WE DO NOT ASSUME, AND WILL NOT BE LIABLE FOR: (A) THE ACCURACY OR AVAILABILITY OF THE PLATFORM OR ANY PART OF THE PLATFORM; OR (B) ANY DAMAGES, HARM OR INJURY ARISING FROM OR RELATED TO THE PLATFORM, THE PROVIDERS OR THE PROVIDER SERVICES.
- In the event of a dispute regarding any transaction conducted via the Platform, you hereby relieve us from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorneys' fees, which you may have against one or more of the above.

5. Limitation of Liability

- YOU AGREE, CONFIRM AND ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.
- YOU FURTHER AGREE, CONFIRM AND ACKNOWLEDGE THAT OUR AGGREGATE LIABILITY FOR DAMAGES ARISING WITH RESPECT TO THIS AGREEMENT AND ANY AND ALL USE OF THE PLATFORM WILL NOT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU THROUGH THE PLATFORM IN THE 3 MONTHS PERIOD PRIOR TO THE DATE OF THE CLAIM.
- WE EXPLICITLY DISCLAIM ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION MADE BY A PROVIDER, WHETHER RELATING TO THE PROVIDER SERVICES OR NOT, IN CONNECTION WITH YOUR PAYMENT FOR THE PROVIDER SERVICES OR OTHERWISE. YOU AGREE, CONFIRM AND ACKNOWLEDGE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS WITH RESPECT TO ANY SUCH CLAIM.
- If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.
- This section (limitation of liability) shall survive the termination or expiration of this Agreement.

6. Your account, representations, conduct and commitments

- You hereby confirm that you are at least 18 years old of age.

- You hereby confirm that you are legally able to enter into a contract.
- You hereby confirm and agree that all the information that you provided in or through the Platform, and the information that you will provide in or through the Platform in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current and complete.
- You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password.
- You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.
- You agree, confirm and acknowledge that we will not be liable for any loss or damage that incurred as a result of someone else using your account, either with or without your consent and/or knowledge.
- You agree, confirm and acknowledge that you are solely and fully liable and responsible for all activities that are made by using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.
- You agree and commit not to use the account or Account Access of any other person for any reason.
- You agree and confirm that your use of the Platform, including the Counselor Services, are for your own personal use only and that you are not using neither the Platform nor the Counselor Services for or behalf of any other person or organization.
- You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of our systems, services, servers, networks or infrastructure, or any of the Platform's systems, services, servers, networks or infrastructure, including without limitation obtaining unauthorized access to the aforementioned.
- You agree and commit not to make any use of the Platform for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisement or promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content; (d) any content that infringes a third party right or intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.
- You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the Platform and your relationship with the Counselors and us.
- If you receive any file from us or from a Counselor, whether through the Platform or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

- You will indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Agreement; (d) non-payment for any of the services (including Counselor Services) which were provided through the Platform; (e) your violation of any third party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right. This clause shall survive expiration or termination of this Agreement.

7. Fees and Payment

- You confirm and agree that all payment related information that you provided and will provide in the future, to or through the Platform, are accurate, current and correct and will continue to be accurate, current and correct.
- You confirm and agree to use only payment means (credit cards or others) which you are duly and fully authorized to use.
- You agree that all current and future interactions (whether online or offline) between you and a Counselor will be made, managed and billed through Platform.
- If, for any reason, an interaction between you and the Counselor is not made through the Platform, you agree that it will be billed through the platform and that the standard Platform Use Fees will be charged and delivered to us even if the Platform hasn't been used for this interaction.
- You agree and commit to immediately notify us, including all the relevant details, in any case that you receive a service from a Counselor not through the Platform or in any case that you are billed by a Counselor not through the Platform.
- You agree to pay all fees and charges associated with your Account a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. Such fees and charges (including any taxes and late fees, as applicable) may be charged on your credit card. By providing us with your credit card information you authorize us to bill and charge you through that credit card. You agree to maintain valid credit card information in your Account information.
- You agree that no refunds or credits shall be available to you.

8. Modifications, Termination, Interruption and Disruptions to the Platform

- You agree, confirm and acknowledge that we may modify, suspend, disrupt or discontinue the Platform, any part of the Platform or the use of the Platform, whether to all clients or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.
- For the removal of any doubt, we may terminate or prevent your use of the Platform and any services provided by through the Platform (including but not limited to Counselor Services) at our sole discretion for any reason and for any period of time.
- The Platform depends on various factors such as software, hardware and tool, either our own or those owned and/or operated by our contractors and suppliers. We do not

guarantee that the Platform will be uninterrupted or that it will be secure, consistent, timely or error-free.

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9. Notices

- We may provide notices or other communications to you regarding this agreement or any aspect of the Platform, by email to the email address that we have on record, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given.

10. Important notes about our Agreement

- THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND US. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.
- We may change this Agreement by posting modifications on the Platform. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of this Agreement frequently. The last update date of this Agreement is posted at the bottom of the Agreement. By using the Platform after the changes become effective, you agree to be bound by such changes to the Agreement. If you do not agree to the changes, you must terminate access to the Platform and participation in its services.
- We may freely transfer or assign this Agreement or any of its obligations hereunder.
- The paragraph headings in this Agreement are solely for the sake of convenience and will not be applied in the interpretation of this Agreement.
- If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.
- To clear any doubt, all clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this Agreement.