

User Terms and Conditions

1. Terms and Conditions

Our Terms and Conditions (the "Agreement") governs the use of our online counselling platform (the "Platform"). The Platform may be provided or be accessible via multiple websites or applications whether owned and/or operated by puzzleofmylife.co.za or by third parties.

By accessing or using the Platform, you are entering into this Agreement and you are bound to any term of this Agreement.

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").

2. Services of Psychologists, Counsellors and Registered Social Workers (collectively Counsellor Services)

The purpose of the Platform is to connect you with a Counsellor who will provide counselling services to you through the Platform ("Counselling Services").

It is a requirement that every Counsellor that provides Counselling Services on the Platform is a licensed professional and accredited through certification by their relevant board to provide counselling.

Counsellors are independent providers. They are not employees nor agents nor representatives. The Platform enables the Counsellor to provide counselling services. The counselling services provided are the sole responsibility of the Counsellor. If you are not satisfied with the services provided by your Counsellor, you may change to another Counsellor on our platform.

It is important that you understand, agree and acknowledge that text-based counselling may not be the appropriate solution for every situation and/or may not be a complete substitute for a face-to-face counselling.

If you have suicidal thoughts or if you are considering harming yourself or others or if you feel that any other person may be in any danger or if you have a medical emergency, you must immediately call lifeline (0861 322 322) and/or relevant authorities (10111). **Seek immediate in person help.**

The platform is not intended for the provision of clinical diagnosis requiring an in-person evaluation. Furthermore, it is not intended for prescription of medication and you should disregard any such advice if delivered through the platform.

3. Privacy and Security

Protecting and safeguarding any information you provide through the Platform is extremely important to us. Information about our security and privacy practices can be found on our Privacy Policy available at www.puzzleofmylife.co.za.

By agreeing to this agreement and/or by using the platform, you are also agreeing to the terms of the privacy policy. The privacy policy is incorporated into and deemed a part of this agreement.

4. Third Party Content

Our Platform may contain other content, products or services offered or provided by third parties or links to third parties ("Third Party Content"). We have no responsibility for the creation of any such content, and we will not be liable for any damage or loss caused by any Third Party Content.

5. Disclaimer of Warranty and Limitation of Liability

You hereby release us and agree to hold us harmless from any and all causes of action and claims of any nature resulting from services provided by Counsellors or the platform, including (without limitation) any act, omission, opinion, response, advice, suggestion, information and/or service of any Counsellor and/or any other content or information accessible through the platform.

You understand, agree and acknowledge that the platform is provided "as is" without any express or implied warranties of any kind. The use of the platform is at your own risk. To the fullest extent of the law, we expressly disclaim all warranties of any kind, whether expressed or implied.

You understand, agree 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 understand, agree 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.

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 responsibility

You hereby confirm that you are at least 18 years old of age, or that you are 13 years or older, and you have the consent of a parent or legal guardian.

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

PHONE: 082 323 0157 | EMAIL: barbara@puzzleofmylife.co.za | www.puzzleofmylife.co.za

ADDRESS: One Highveld Park, 5 Bellingham Street, Highveld, Centurion. 1057

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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. 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 performed 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 or allow anyone to use your account.

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 including intellectual property rights; (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.

If you receive any file from us or from a Counsellor, 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)

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non-payment for any of the 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.

You confirm and agree to use only credit cards or other payment means (collectively "Payment Means") which you are duly and fully authorized to use, and that all payment related information that you provided and will provide in the future, to or through the Platform, is accurate, current and correct and will continue to be accurate, current and correct.

You agree to pay all fees and charges associated with your Account on a timely basis and according to the fees schedule, the terms and the rates as published in the Platform. By providing us with your Payment Means you authorize us to bill and charge you through that Payment Means and you agree to maintain valid Payment Means information in your Account information.

7. Actions on the Platform

You understand, agree 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 losses or damages that are caused by any of the aforementioned actions.

While we make reasonable efforts to ensure the Platform's reliability and accessibility, you understand and agree that no platform can be 100% reliable and accessible and we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

8. Notes

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.

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.



Puzzle of My Life