



Amari Health (PTY) LTD
REGISTRATION NUMBER: 2019/491963/07
TERMS OF SERVICE

Please read the following Terms of Service Agreement (“Agreement”) carefully before proceeding to use Amari Health’s Mental Health Services Application (“Platform”), which is owned and operated by Amari Health (“We, Us, Our, Ourselves”) which may be accessed through Our Website (www.amari.health). Use of the Platform indicates that You (“the User/You/Yourselves”) have understood and agree to be bound by the terms and conditions of these Terms. Amari Health’s Privacy Policy is incorporated by reference into this Agreement and is subject to this Agreement. We may amend these Terms at any time without notice. All amended Terms shall be effective automatically and immediately upon the posting of the revised Terms and any subsequent activity in relation to the Platform shall be governed by such amended Terms of Service and conditions of usage. We encourage You to regularly review these Terms to stay up to date with any updates or amendments.

If You do not agree with any of these Terms, please do not use Our Platform, alternatively, You may contact Us at care@amari.health

**These Terms of Service were updated on the 29 May 2024.
You are advised to regularly visit the Website for any amendments or updates to this Policy.**

For enquiries, contact Our Information Officer.

1. DEFINITIONS

- 1.1. **“Account”** shall mean the personal account created by a User which allows an Employer, Patient or Therapist to access and interact with Platform.
- 1.2. **“Administrator”** shall mean the Employee of Amari Health who shall run the day-to-day operations of the Platform, and who liaise with all Parties with access to and who utilise the Platform.
- 1.3. **“Aggregation/Aggregated”** shall mean the process of combining, summarising, or grouping Data or information from multiple Patients to create a summarised and anonymised dataset which includes key metrics, trends, themes, insights, or patterns derived from the individual Patient Data, without revealing any Personal Information. Such datasets shall be used by Us to inform Our mental health research, policy development and provide reports to Employers who make use of Our Services.
- 1.4. **“Applicable Data Protection Laws”** shall mean all legislation, regulations or guidance notes in the Republic of South Africa protecting the fundamental rights and freedoms of individuals in respect of their right to privacy with respect to the Processing of Personal Data. This includes South Africa’s Promotion of Access to Information Act, 2000 (“PAIA”), the Protection of Personal Information Act, 2013 (“POPIA”), General Data Protection Regulation, 2016/679 (GDPR) and Health Insurance Portability and Accountability Act 45 CFR (HIPAA).

- 1.5. **“Business Calculator”** shall mean the tool that is designed to help Employers quantify the potential costs associated with neglecting their team members’ mental health.
- 1.6. **“Business Hours”** shall mean the hours between 09h00 and 18h00 on any Business Day.
- 1.7. **“Cancellation Policy”** shall mean the legal document that sets out the terms and conditions under which a Therapy can be cancelled by a Patient which includes without limitation, information on deadlines and any fees or penalties that may apply if a cancellation is made. It is incorporated herein by reference.
- 1.8. **“Channel”** shall mean the specific method of communication that is preferred by the Patient through which the Therapy Session will take place which may include video calls (Google Meet, Microsoft Teams, or Zoom) phone calls (Telephonic),, or other virtual communication tools provided by Amari Health.
- 1.9. **“Child/Children”** shall mean a natural person under the age of 18 years who is not legally competent, without the assistance of a Competent Person, to take any action or decision in respect of any matter concerning him- or herself.
- 1.10. **“Company Code”** shall mean a unique identifier or access code provided to a specific Employer which allows its team members or workforce to access Our Services. It ensures that only authorised individuals from the designated Employer can make use of the Platform.
- 1.11. **“Competent Person”** shall mean any person who is legally competent to Consent to any action or decision being taken in respect of any matter concerning a Child which may include a parent or a guardian.
- 1.12. **“Consent”** shall mean any voluntary, specific, and informed expression of will in terms of which You give Your permission to Us to Process Your Personal Information in accordance with these Terms and with Our Privacy Policy.
- 1.13. **“Content”** shall mean including but not limited to any data, text, figures, images, illustrations, resources, information, scripts, graphics, interactive features, writing, submissions, audio and/or video, PDFs in whole or in part housed or contained, displayed, provided, or otherwise made available on or through the Platform by Us.
- 1.14. **“Data”** shall mean raw facts, figures, or information that is collected from Patients, stored, and analysed for mental health purposes.
- 1.15. **“Demo Call”** shall mean a virtual meeting or consultation between a potential Patient, Employer and/or Therapist with Amari Health where the Client can ask questions, set out their specific requirements regarding the Mental Health Services and explore the Platform so that they can make an informed decision of whether to make use of the Platform provided by Amari Health.
- 1.16. **“Electronic Signatures”** shall mean data in electronic form which is attached to or logically associated with other data in electronic form, and which is intended by the User to serve as a signature; as defined in the Electronic Transactions and Communications Act, 2002. (“ECTA”).

- 1.17. **“Emergency”** shall mean a situation where a Patient is at immediate risk of harming themselves or others, experiencing severe distress or psychosis, or in need of urgent intervention to ensure their safety and well-being. This may include suicidal thoughts or attempts, severe panic attacks, psychotic episodes, or any situation where immediate professional intervention is necessary to prevent harm.
- 1.18. **“Employee”** shall mean any person employed by Amari Health who is entitled to receive remuneration. This includes permanent, temporary, and part-time Employees, as well as consultants, directors, and contract workers.
- 1.19. **“Employer”** shall mean a natural or juristic person who shall make use of Amari Health’s Services in order to manage its employees’ mental health and wellbeing.
- 1.20. **“Health Insurance Portability and Accountability Act 45 CFR (HIPAA)”** shall mean the United States law that regulates the privacy and security of medical Records through setting technical and administrative standards that must be followed by healthcare providers.
- 1.21. **“Health Professions Council of South Africa (“HPCSA”)** shall mean that statutory body that is established in terms of the Health Profession Act, 56 of 1974 which oversees compliance with the education, training and registration of practising health professionals registered under the Health Professions Act. It ensures that health practitioners uphold and maintain the professional and ethical standards within the health industry and ensures that disciplinary action is taken against health professionals who fail to act accordingly.
- 1.22. **“Intellectual Property”** shall mean collectively, patents, copyright, trademarks, logos, style names, slogans, designs, models, methodologies, Know-How, inventions, trade and business secrets and any other type of Intellectual Property as now existing or to be created in future (whether registered or unregistered including applications for and rights to obtain, use or protect) which are used or held, whether or not currently, in connection with Us or Our Website.
- 1.23. **“Know-How”** means ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes, and methods used in connection with the Website and/or Our business, and all available information regarding marketing and promotion of Our Services, and all and any modifications or improvements to any of Our Services which do not constitute entirely services.
- 1.24. **“Medical Aid Scheme”** shall mean a private insurance plan that individuals and families can use to help them manage the costs of healthcare through provision of financial assistance for medical expenses and various healthcare services, including Our Services so that access to quality medical care is guaranteed.
- 1.25. **“Party/Parties”** shall mean the Clients, Employees and Service Providers of Amari Health who use and have access to the Platform.
- 1.26. **“Patient/s, You, Yourself/ves”** shall mean a natural or juristic person who uses Amari Health’s Platform to access and receive Mental Health Services.
- 1.27. **“Personal Information”** shall mean information relating to an identifiable, living, natural person and where it is applicable, to an identifiable, existing juristic person, including but not limited to:

- 1.27.1. information relating to race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
- 1.27.2. information relating to the education or the medical, financial, criminal or employment history of the person;
- 1.27.3. an identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- 1.27.4. the biometric information of the person;
- 1.27.5. the personal opinions, views, or preferences of the person;
- 1.27.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.27.7. the views or opinions of another individual about the person; and
- 1.27.8. the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.
This information shall be provided by the User in connection with their use of Amari Health's Platform;
- 1.28. **"Platform"** shall mean Amari Health's digital platform which connects Patients and Employers seeking Our Services with qualified Therapists.
- 1.29. **"Process/Processing"** shall mean any operation or set of operations which is performed upon data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction of information.
- 1.30. **"Promo Code"** shall mean a unique series of characters that Patients can enter during the checkout process when making payment for the Therapy Session in order to receive a discount or special offer for the Services.
- 1.31. **"Self-Screening Tool"** shall mean the questionnaire that is provided by Amari Health which natural persons (whether a Patient or not) can complete on their own to assess the state of their mental health and determine if they may be experiencing a particular mental health condition.
- 1.32. **"Services"** shall mean the range of interventions, treatments, and support tools that are designed to promote and maintain mental well-being, prevent mental health issues, and address mental health challenges through our digital platform which has the main goal of promoting mental wellness, reducing stigma surrounding mental health, and empowering individuals to seek help when needed.
- 1.33. **"Service Provider/s"** shall mean professionals who offer technical support, maintenance, and development services to ensure the smooth functioning, management and security of the Platform. These include without limitation, Cloud Service Providers, Payment Gateway Operators, Booking and Scheduling software and Telecommunications service providers.
- 1.34. **"Special Personal Information"** shall mean the same as defined by Protection of Personal Information Act, 2013.

- 1.35. **“Technological Issues”** shall mean technical glitches, poor internet connection, or other technology-related problems which are beyond anyone’s control that can disrupt the Therapy Session and negatively impact the therapeutic process.
- 1.36. **“Terms of Service”** shall mean these Terms of Service relevant to the Platform that is available on Amari Health’s Website located at www.amari.health
- 1.37. **“Therapist/s”** shall mean the natural person who is a healthcare professional who provides Services to Patients which may include without limitation general practitioners, psychiatric nurses, psychologists, psychiatrists, social workers, counsellors, and therapists.
- 1.38. **“Therapy Session”** shall mean a scheduled appointment or meeting between a Therapist and a Patient which is conducted virtually through the Patient’s preferred Channel where they can engage in a confidential and therapeutic conversation to address the Patient’s mental health concerns, emotional issues, or life challenges. It may include without limitation discussing thoughts and feelings, exploring coping strategies, setting goals, and working towards personal growth and healing.
- 1.39. **“Third Parties”** shall mean any other natural or juristic person that is not You, the User, or Ourselves.
- 1.40. **“User”** shall mean the Patient and The Therapist collectively who have created Accounts on the Platform for their own respective benefits and use the Platform for seeking and/or providing Services.
- 1.41. **“Website”** shall mean Amari Health’s website owned by Amari Health and located at www.amari.health

2. WHO ARE WE

- 2.1. Amari Health is a health technology business whose aim is to promote mental health wellness amongst organisations and individuals. The business provides a convenient, safe, and affordable space for individuals grappling with mental health challenges to articulate their issues and/or feelings, experience validation and empathy, and access the appropriate support or guidance from qualified Therapists. Amari Health’s goal is to assist individuals in their pursuit of attaining optimal mental wellness in alignment with their personalised objectives and this is achieved through providing access to mental health experts, tools, and related resources to the individuals in need via the Platform.
- 2.2. This Platform can be accessed and used by Patients and Therapists through Our Website at any time. Our Platform is designed to cater to Your needs professionally and effectively, whether You are seeking support for the first time or continuing Your mental wellness journey and/or looking to expand your client network and provide the required support to those in need as a Therapist.
- 2.3. This Platform is available 24/7 and can be accessed remotely from anywhere in the world. The following individuals can access the Platform:
 - 2.3.1. The Administrator;
 - 2.3.2. The Employees;
 - 2.3.3. The Employers;
 - 2.3.4. The Patients;

2.3.5. The Service Providers; and

2.3.6. The Therapists

2.4. Use of the Platform is dependent upon the Patients and/or Therapists having registered an Account on the Platform with true, accurate, up-to-date, and complete information.

3. ELECTRONIC SIGNATURES

3.1. You agree to be bound by any affirmation, assent, communication, or agreement that You transmit through the Platform, including but not limited to any consents You provide to Us:

3.1.1. In order to use the Website and/or Platform or any part thereof;

3.1.2. In respect of any Additional Website and/or Platform Terms; and/or

3.1.3. In order to receive communications from Us solely through electronic transmission.

3.2. You agree that, when in the future You click on “I agree,” “I Consent,” “Submit,” “Register,” “Login” or another similarly worded “button” or entry field with Your mouse, keystroke or other computer device, Your agreement or Consent will be legally binding and enforceable and the legal equivalent of Your handwritten signature.

4. REGISTRATION AND ACCOUNT CREATION – THE PATIENT

For Individuals

4.1. The Patient, if under the age of 18 years old must obtain his/her Competent Person’s Consent to be able to access and utilise the Platform.

4.2. To register and create an Account, the Patient must sign up on the Platform by providing Us with full, accurate and up to date information about Yourself which includes:

4.2.1. Your full names as per Your Identity Document card;

4.2.2. Your surname;

4.2.3. Your preferred name;

4.2.4. Your email address;

4.2.5. Your contact number; and

4.2.6. A self-generated password.

4.3. The Patient hereby agrees that we collect and Process their Personal Information and/or Special Personal Information when You create an Account on Our Platform to proceed with accessing further features on the Platform.

4.4. We shall redirect You to the login page on Our Platform where You shall be required to enter in Your email address and password so that You are able to access Your newly created Account. You undertake not to disclose the credentials of Your Account to any Third Party so as to ensure the security of Your Account.

4.5. You shall be fully responsible for maintaining the confidentiality of Your Account login credentials and for any and all activities that occur under Your Account (whether done by You or by authorised Third Parties), therefore You undertake to take all the necessary steps to maintain the appropriate security measures to secure Your Account. The Patient shall be able

to change their login credentials at any time to ensure the security of their Account. Amari Health disclaims all liability in respect of the Patient's Account and security thereof in any way whatsoever.

- 4.6. If You cannot remember Your password to log into Your Account, Our Platform provides an option for You to reset Your password so that You can be able to access Your Account. Should You experience any difficulties accessing and/or logging into Your Account for any reason whatsoever, You may contact Us directly for assistance.
- 4.7. You shall be immediately required to complete a questionnaire once You have created an Account with Us so that We get to know You and understand better as a Patient. This questionnaire is mandatory to complete as the information that You provide will help Us to match You with a Therapist that is best suited to Your circumstances.
- 4.8. As a result of You successfully completing the questionnaire, We shall provide You with options of Therapists that best suits Your needs and circumstances. Thereafter, You will be able to book Therapy Session appointments with your selected Therapist of choice from the comfort of Your own space.
- 4.9. As a Patient, You undertake and agree to notify Us immediately of any suspected and actual unauthorised use of Your Account or any other security breach incident. We assume no liability for any loss or damage arising from any unauthorised use of Your password and access to Your Account by a Third Party.

For Employers

- 4.10. Where an Employer and or Organisation (including learning institutions etc) enables Amari Health to provide the Services to its employees, learners or members, they can register on Our Platform subject to the terms and conditions of each employer contract. We collaborate with each employer to develop tailored solutions that address their employees mental well-being challenges effectively.
- 4.11. We provide a holistic blend of mental well-being resources for the employees to share and connect which include:
 - 4.11.1. Mental health first aid training;
 - 4.11.2. Education wellbeing webinars;
 - 4.11.3. Self-screening tools;
 - 4.11.4. curated content for the specific industry and/or field;
 - 4.11.5. safe online communities; and more.
- 4.12. Upon successful registration of the Employer's organisation on Our Platform, registered employees will have access to the platform by way of their own unique login credentials. We shall provide the users with an activation email which allows its employees to access and make use of our platform subject to the package agreed upon between ourselves and the employer. .
- 4.13. The employees shall be required to sign up on receipt of a membership activation email from us then user sign in, in accordance with the standard user mechanism.e.

- 4.14. The Employer hereby agrees with the terms of how We Process their Personal Information and/or Special Personal Information that We collect upon its employees signup when they create an Account on Our Platform to proceed with accessing further features on the Platform.
- 4.15. The employees shall be fully responsible for maintaining the confidentiality of their Account login credentials and for any and all activities that occur under their Account (whether done by them or by authorised Third Parties), therefore the employees undertake to take all the necessary steps to maintain the appropriate security measures to secure their Accounts.
- 4.16. By utilising Our Platform, the employees Consent to receiving Services from Our Therapists. You understand that the Therapist-Patient relationship is created solely between You, the employee and the Therapist as We only provide the Platform which enables Us to connect You with the relevant Therapist.
- 4.17. The Employer understands that any information shared during the Therapy Sessions between the Therapist and the employee is confidential and agrees to respect the confidentiality of its employees.
- 4.18. Amari Health shall provide the Employer Aggregated Data and analytics (“Report”) which shall serve as valuable insights about the mental wellness of its employees. This Report shall assist the Employer in the following:
- 4.18.1. Understanding common stressors, triggers, or challenges that may be affecting the mental wellness of its employees;
- 4.18.2. Improving the effectiveness of mental health programs and services offered to its employees; and
- 4.18.3. Improving its employees’ engagement and productivity through addressing mental challenges effectively and providing a supportive environment.
- 4.19. Should You have or experience any other troubleshooting problems whilst utilising the Platform, please contact Us through Our ‘Get Help’ tab.

Business Calculator

- 4.20. Our Website’s Business Calculator feature is designed to provide Employers with an estimate of the potential financial impact of not investing in the mental wellness of its employees.
- 4.21. The Business Calculator calculates the approximate amount of money that an Employer may lose per year by not prioritising mental health initiatives within the workplace. Please note that this feature is intended for informational purposes only and should be used in conjunction with other assessments of your employees’ wellbeing to develop comprehensive strategies for mitigating the effects of a business loss. The amount reflected is estimated based on the data provided by the Employer and should not be considered as a guarantee of the actual amount lost per year to the Employer. We do not guarantee the accuracy of these estimates, therefore Employers are encouraged to consult with relevant experts or conduct their own analysis before making any decisions based on the Business Calculator’s results.
- 4.22. The Pocket Couch shall not be held liable for any harm, damages, or losses that may arise from relying on the results produced by the Business Calculator in any way whatsoever. By using the Business Calculator that is located on our Website, You agree to release Us from any liability for any consequences resulting from Your reliance on the Calculator’s estimates.

5. REGISTRATION AND ACCOUNT CREATION – THE THERAPIST

5.1. To register and create an Account on Our Platform, You are required to submit an application via Our ‘Therapist’ tab on Our Website. You undertake and agree to provide Us with full, accurate and up to date information in Your application which shall include:

5.1.1. Your full names

5.1.2. Your surname;

5.1.3. Your image;

5.1.4. Your contact number;

5.1.5. Your email address;

5.1.6. Your gender;

5.1.7. Your preferred language to conduct Therapy Sessions; and

5.1.8. Your professional details which include without limitation the type of practice You have; your HPCSA number and proof that you are in good standing with the HPCSA; proof of other health entities you are registered with; the location of Your organisation’s headquarters, if any; proof of any other online mental wellbeing organisation you have worked with; your educational qualifications and your level of experience.

5.2. The Therapist acknowledges and agrees that they will provide an annual confirmation of registration with the Health Professions Council of South Africa (HPCSA) at the beginning of each new consecutive year in order to maintain ongoing access to the Platform. Failure to provide this confirmation within the specified timeframe will result in the termination of the Therapist’s access to the Platform and Patients. The Therapist understands that it is their responsibility to ensure that their registration with the HPCSA is current and up-to-date at all times to continue using the Platform and serving Patients effectively.

5.3. The Therapist hereby agrees with the terms of how We Process their Personal Information that We collect upon You submitting an application to Us in order to be considered as a Therapist who is to provide mental health Services on Our Platform.

5.4. You Consent to undergo verification of your qualifications, credentials, and professional licences by our team to ensure compliance with Our set standards and the relevant health legislation, regulations and ethical standards that govern the provision of mental health Services in your jurisdiction.

5.5. Amari Health team shall communicate the final decision on your application in writing and shall deliver it to your chosen email address for communication purposes. Applicants for the Therapist positions are entitled to request written reasons if their application was rejected.

5.6. Once your application has been accepted by Us, You shall be required to create an Account on Our Platform in order to be able to deliver the Mental Health Services to Patients in need. You shall be fully responsible for maintaining the confidentiality of your Account login credentials and for any and all activities that occur under your Account.

Therapist Warranties

- 5.7. The Therapist warrants that he/she is duly licensed and registered with the appropriate regulatory body in his/her jurisdiction to provide the Services, and he/she will maintain such licensure and registration throughout his/her engagement with Our Platform.
- 5.8. The Therapist warrants that he/she has the necessary qualifications, training, and experience to provide the Services to Patients in a professional and competent manner.
- 5.9. The Therapist warrants that he/she will conduct him/herself in a professional manner at all times, maintain Patient confidentiality, adhere to Our set standards and the relevant health legislation, regulations and ethical standards that govern the provision of Services, and provide quality Services to Patients in need.
- 5.10. The Therapist warrants that he/she will provide mental health Services to Patients with care, skill, and diligence, and in accordance with best practices in the field of mental health therapy.
- 5.11. The Therapist warrants that he/she will not engage in any conduct that could harm the reputation of the Platform or its Users.
- 5.12. The Therapist warrants that he/she will promptly notify Us of any changes to his/her licensure, registration, qualifications, or contact information.
- 5.13. The Therapist warrants that he/she will not engage in any form of discrimination, harassment, or inappropriate behaviour towards Patients or other Users of the Platform.
- 5.14. The Therapist warrants that he/she will promptly report any concerns or issues related to Patient safety or well-being to Us and the appropriate channels of help.
- 5.15. The Therapist acknowledges that any breach of these warranties may result in the termination of their access to the Platform and potential legal action.
- 5.16. As a Therapist, you shall be responsible for maintaining professional liability insurance coverage to protect yourself against potential legal claims arising from your provision of Services on Our Platform.
- 5.17.** The Therapist acknowledges that any Patient-Therapist relationship established through Our Platform is solely between them and the Patient. The Therapist agrees and undertakes to maintain appropriate boundaries, respect Patient autonomy, and provide services within your scope of practice.
- 5.18. The Pocket Couch reserves the right to display the full names, contact details, service fees and images of the successful applicants who shall provide Services On the Platform and/or Website. Therapists Consent to this.

6. OUR SERVICES

- 6.1. To access Our Services through Our Platform, We require You to have a stable internet connection and a compatible electronic device.
- 6.2. Amari Health offers prospective Users of Our Platform the opportunity to participate in a Demo Meeting to showcase the benefits and functionality of Our Platform. This Demo Meeting

serves the purpose of helping prospective Users should they require understanding how our platform can support their mental wellness needs and how it operates. By participating in the Demo Meeting, prospective Users are given the chance to gain valuable insights into the features and capabilities of Our Platform, address all their questions and concerns with Us thus enabling them to make informed decisions about utilising Our Services.

- 6.3. In order to participate in a Demo Meeting, a prospective User is required to provide Us with their name and email so that We can contact them and schedule a virtual appointment to showcase the Platform to them. Their Personal Information shall be kept confidential and shall be permanently deleted after the conclusion of the Demo Meeting.
- 6.4. Due to the nature of Our Services it is inevitable that Technological Issues may occur from time to time. However, please note that We shall not be held responsible for Technological Issues that may occur which may result in disrupting the Therapy Sessions
OR
In the event of an interrupted Therapy Session, Users shall have access to remedies such as:
- rescheduling the Therapy Session,
 - receiving a refund, or
 - connecting with an alternative Therapist to continue their care seamlessly.
- 6.5. You agree to pay the required fees for the Services received through Our Platform in accordance with Our pricing and payment terms. You understand that You can only receive the Services after payment has been effected by You and We have confirmed receipt of it on Our end.
- 6.6. You understand and acknowledge that We have various policies and procedures in respect of the Services We provide which include the Cancellation Policy, Refund Policy andYou agree to adhere to the terms and conditions outlined therein.
- 6.7. In the interests of multilingualism and language rights, We have included a feature on Our Platform which allows You to select the language that You prefer to have Your Therapy Sessions in. In the event that Your preferred language is not available, the default consultation language will be English.
- 6.8. The use of Our Platform is not intended to be a substitute for obtaining quality mental health care from other qualified health service providers, especially in Emergency situations. Our Platform is designed to connect You with qualified Therapists who can support You, provide information and resources for mental health and well-being, but it is not a replacement for professional mental health treatment.
- 6.9. IF YOU ARE EXPERIENCING A MENTAL HEALTH CRISIS OR EMERGENCY, PLEASE SEEK IMMEDIATE HELP FROM A QUALIFIED MENTAL HEALTH PROFESSIONAL, HEALTHCARE PROVIDER, OR EMERGENCY SERVICES AS OUR PLATFORM IS NOT EQUIPPED TO PROVIDE CRISIS INTERVENTION OR EMERGENCY MENTAL HEALTH SERVICES.**

7. SELF-SCREENING TOOL

- 7.1. We offer a Self-Screening Tool to assist Users who use Our Platform and Third Parties who visit Our Website in assessing their mental health needs and to determine the appropriateness of the Services We offer.

- 7.2. The Self-Screening Tool is intended for informational purposes only and is not a substitute for professional medical advice, diagnosis, treatment or for a consultation with a qualified healthcare provider. The results (PHQ- 9 score) for your mental wellbeing should be interpreted as a general indication of your current mental state based on your responses to the questions and should only be used as a starting point for self-reflection and awareness.
- 7.3. **THE USER AND/OR THIRD PARTY UNDERSTANDS AND ACKNOWLEDGES THAT THE PHQ-9 SCORE IS NOT A DIAGNOSTIC ASSESSMENT AND SHOULD NOT BE USED AS AN EMERGENCY RESOURCE. IF A USER AND/OR THIRD PARTY HAS A MEDICAL EMERGENCY THEY MUST IMMEDIATELY CONTACT ONE OF THESE NUMBERS TO GET PROMPT MEDICAL ATTENTION AND OR RELATED ASSISTANCE AS NEEDED**
- ChildLine: +27 (0) 80 005 5555
 - Lifeline crisis line: +27 (0) 86 132 2322 / +27 (0) 11 728 1347
 - SA Depression and Anxiety Group suicide line: +27 (0) 80 056 7567 / +27 (0) 11 234 4837
 - SAPS crime stop: +27 (0) 86 001 0111
 - Adcock Ingram Depression and Anxiety Helpline: (0800) 70 80 90
 - Nationwide Emergency Response: 10111
 - Ambulance: 10177
- 7.4. The information provided when answering the questions under the Self-Screen Tool shall be kept confidential and will solely be used for the purpose of generating personalised recommendations for those who access and use the Self-Screen Tool.
- 7.5. The accuracy of the results generated by the Self-Screening Tool is dependent upon the information provided by the User and/or Third Party therefore. We encourage You to provide accurate and truthful information in order to receive recommendations that are as close to accurate as possible. By ensuring that the information You input is accurate and truthful, You enhance the tool's ability to generate recommendations that align more closely with Your mental health needs and preferences.
- 7.6. Amari Health shall not be held liable in any way whatsoever for any reliance placed on the Self-Screening Tool as the information generated should not be construed as a definitive assessment of one's mental health status. By making use of the Self-Screening Tool, Users and Third Parties acknowledge and accept that the results generated do not constitute professional advice or diagnosis.
- 7.7. The information collected shall be handled in accordance with the Applicable Data Protection Laws.
- 7.8. Amari Health reserves its right to modify or update its Self-Screening Tool at any time without prior notice to Users and Third Parties.

8. THERAPY SESSIONS

8.1. *Booking an Appointment*

- 8.1.1. Therapy Sessions can be booked by the Patient on Our Platform through Our scheduling system. The process is as follows:
- 8.1.1.1. Go to the 'Book Now' Tab on Our Platform homepage;
 - 8.1.1.2. Select your preferences for the therapist with whom you will be matched (i.e. gender, language)
 - 8.1.1.3. Provide sign up details to access the booking platform
 - 8.1.1.4. Choose your preferred therapist
 - 8.1.1.5. Select a suitable date and time for your Therapy Session appointment on the relevant therapist calendar;
 - 8.1.1.6. Confirm Your booking;
 - 8.1.1.7. Process payment for the Therapy Session; and
 - 8.1.1.8. Receive a booking confirmation email with details regarding Your Therapy Session Appointment via email
- 8.1.2. Therapy Session appointments must be booked at least 48 hours in advance to allow for our therapists to prepare for your session
- 8.1.3. A Patient may schedule up to 5 (five) Therapy Session appointments simultaneously whilst using Our scheduling system.
- 8.1.4. Patients understand and agree that Therapy Session appointments are subject to the availability of their preferred Therapist, and the selected date and time slot. You acknowledge that booking confirmations may be received at a later date or time slot based on Your preferred Therapist's availability.
- 8.1.5. We will make every effort to promptly connect You with an alternative Therapist should Your preferred Therapist be unavailable to assist You at a time that is suitable for You to ensure that You receive the necessary Services in a timely manner.
- 8.1.6. Should You experience any problems with Our scheduling system, please contact Our Administrator at care@amari.health

8.2. *Duration of Therapy Sessions*

- 8.2.1. Our introductory Therapy Session between the Patient and the Therapist lasts for 15 minutes. Therapists reserve the right not to offer this option should they so wish. This will be visible on their respective booking pages.
- 8.2.2. This initial consultation provides for the Users to get to know each other and establish a connection, discuss the Patient's reasons for using the Services and to set the Patient's goals for achieving the desired results in respect of their mental health.
- 8.2.3. Our normal Therapy Sessions between a Patient and the Therapist usually last for 60 minutes (1 hour) unless otherwise agreed in writing via email or sms message between the Patient and Therapist. Please note that Our extended Therapy Sessions are only available for a maximum of 120 minutes (2 hours) subject to therapist availability

8.3. *Channel of Communication*

- 8.3.1. Our Therapy Sessions are conducted on Zoom, Microsoft Teams or Google Meet and language subject to the availability of therapists who are able to conduct the sessions in your preferred language.
- 8.3.2. It is the Patient's responsibility to ensure that their chosen channel of communication is secure from unauthorised access from Third Parties and that they have access to this communication channel at all times.
- 8.3.3. Users are responsible for ensuring that they have a stable internet connection and that they find a private, quiet environment to facilitate effective dialogue and exchange during the Therapy Sessions.

8.4. Activities during the Therapy Sessions

8.4.1. Our Therapists may engage in various activities with the Patient during the Therapy Session to facilitate healing, growth and attaining Your optimal mental health goals. These activities may include without limitation:

- 8.4.1.1. Cognitive-behavioural techniques;
- 8.4.1.2. Deep breathing exercises;
- 8.4.1.3. Mindfulness exercises;
- 8.4.1.4. Journaling;
- 8.4.1.5. Guided visualisations;
- 8.4.1.6. Role-playing scenarios;
- 8.4.1.7. "Take Home" assignments; and
- 8.4.1.8. Education on mental health issues.

8.4.2. Our Therapists will tailor the above mentioned activities to meet Your individual needs and goals based on:

- 8.4.2.1. the Personal Information and Data that You provide on Our Platform when signing up to access and use Our Mental health Services;
- 8.4.2.2. the PHQ-9 (and any other related scores) derived from Your use of Our Self-Screening Tool;
- 8.4.2.3. Data and/or information from previous Therapy Sessions if You have attended numerous Therapy Sessions with Us; and
- 8.4.2.4. Your medical file which contains Your confidential and Special Personal Information about Your mental health history, assessments, treatment plans, progress notes, and any other relevant details related previous therapy sessions conducted by mental health practitioners outside Our Platform which You provide to the Therapist.

8.5. Conduct of Users during the Therapy Sessions

8.5.1. We expect all Users to conduct themselves in a respectful and appropriate manner at all times during Therapy Sessions. Amari Health shall not tolerate any harmful or inappropriate behaviour or harassment towards any of our therapists and or team members.. Failure to do so will result in an immediate suspension of the Services and termination of access to the Platform subject to further investigation

8.6. Rescheduling and/or Cancelling a Therapy Session

- 8.6.1. We understand that unforeseen circumstances may arise that require Users to reschedule and/or cancel their booked Therapy Session appointments. Therefore, Users may reschedule their appointment through communicating with the Therapist they had a reserved appointment with:
- 8.6.1.1. For Patients – they should reschedule their appointment with their preferred Therapist within 24 (twenty-four) hours before the scheduled Therapy Session date and time; and
 - 8.6.1.2. For Therapists – they should reschedule their appointment with their Patient within 24 hours before the scheduled Therapy Session date and time.
- 8.6.2. If a Therapy Session is not cancelled and/or rescheduled within the 24 (twenty-four) hours of the reserved date and time:
- 8.6.2.1. For Patients – the amount paid for Your Therapy Session will not be refunded due to the Therapist’s commitment and preparation for Your Therapy Session; and
 - 8.6.2.2. For Therapists – the amount paid for Your Therapy Session will be added as a credit to any future sessions you may require
- 8.6.3. If a Patient fails to attend a scheduled Therapy Session without prior written notice, We reserve the right to charge a no-show Fee or deduct a full session fee from the User’s Account. Please see Our Cancellation Policy for further detailed information regarding the rescheduling and/or cancellations of Therapy Session appointments.
- 8.6.4. We encourage Users to reschedule and/or cancel as early as possible to allow for other Users to the available slot and to avoid any associated penalties and fees charged for late cancellations and rescheduling.

9. PAYMENT

- 9.1. We will only send You a booking confirmation of Your Therapy Session once We have received payment from You. It is the Patient’s responsibility to effect payment so that We secure Your scheduled Therapy Session time slot.
- 9.2. Please note that Your preferred Therapy Session time slot may be released and given to another Patient should You not make timely payment to secure Your desired Therapy Session time slot.
- 9.3. Payment for Therapy Sessions can be made through the following options:
- 9.3.1. Credit or Debit Card;
- 9.4. All payments shall be processed in the South African currency (ZAR) unless otherwise specified. In instances where payment is made using another currency, the currency conversion fees and/or charges shall be borne by the Patient.
- 9.5. Patients who possess a valid Promo/Coupon Code may apply it during the payment process by entering the code in the designated field on the payment page. The discount associated with the Promo Code shall automatically be applied to the total cost of the booked Therapy Session/s before payment is finalised.
- 9.6. Patients are also afforded the option of claiming reimbursements from their Medical Aid Scheme, subject to the terms and conditions of their specific policy. Amari Health shall provide You with an invoice and any other necessary documentation required to submit a claim to Your Medical Aid

Scheme upon request. Please note that Amari Health does not directly claim payment from Your Medical Aid Scheme at this time.

- 9.7. All refunds shall be processed in accordance with Our Terms of Service and Cancellation Policies which can be found on Our Website. Please refer to this Policy for further details regarding eligibility and the procedures for requesting a refund.

10. FEEDBACK AND REVIEWS

- 10.1. Users of Our Platform are encouraged to provide feedback and reviews regarding Our Mental Health Services based on their experiences with the Platform.
- 10.2. By submitting feedback or reviews, You understand and hereby Consent that such information may be used for promotional and marketing purposes for Our Mental Health Services on Our Website and/or Platform. Please note that such information is subject to verification and may be shared with Our Employees for quality assurance purposes.
- 10.3. We reserve the right to moderate or remove any feedback or reviews that violate Our Terms of Service which may include without limitation, hate speech, discrimination or harassment towards a User, , disclosure of confidential information regarding a User without their Consent, spam/advertising or irrelevant material that is not associated with Our Mental Health Services, explicit or graphic content that is not suitable for all audiences and content that promotes self-harm, suicide or dangerous behaviours.

11. PERMISSIBLE USES OF THE PLATFORM

- 11.1. The Platform shall only be used by Users who have created an Account with Us seeking and providing Mental Health Services.
- 11.2. A User undertakes to provide and maintain true, accurate, up to date and complete information when utilising the Platform at all times.
- 11.3. The Platform shall be used to:
 - 11.3.1. schedule Therapy Session appointments,
 - 11.3.2. communicate with Patients, Therapist or Us;
 - 11.3.3. provide feedback, ratings and reviews of a user's experience with the Platform;
 - 11.3.4. access tools and resources for self-help and self-care which ultimately enhance the mental health support experience; and
 - 11.3.5. to share Personal Information relevant to Your mental health concerns.
- 11.4. A User shall provide certain Personal Information about themselves, which We shall collect and Process in accordance with Our Privacy Policy, which shall include but is not limited to:
 - 11.4.1. Your full names and surname;
 - 11.4.2. Your preferred name;
 - 11.4.3. Your date of birth;
 - 11.4.4. Your contact details which shall constitute your telephone number and email address;
 - 11.4.5. Your gender;
 - 11.4.6. Your preferred language;

- 11.4.7. Your image;
- 11.4.8. Your Medical Aid Scheme details; and
- 11.4.9. Other information we may require from time to time.

11.5. The Platform is ONLY intended for non-emergency mental health support and shall not be regarded as a substitute for urgent or crisis intervention.

11.6. Users agree to abide by Our guidelines in respect of Our Platform and acknowledge that their use thereof is subject to the Platform's policies. In addition thereto, Users shall only use the Platform for lawful purposes and in a manner consistent with the applicable laws and regulations.

12. IMPERMISSIBLE USES OF THE PLATFORM

12.1. THE PLATFORM SHALL NOT BE USED BY PATIENTS WHO REQUIRE URGENT INTERVENTION IN THE EVENT OF AN EMERGENCY SITUATION ARISING. PATIENTS EXPERIENCING SEVERE DISTRESS, SUICIDAL THOUGHTS, OR EMERGENCIES ARE ADVISED TO SEEK IMMEDIATE ASSISTANCE FROM THESE HELPLINES.

- ChildLine: +27 (0) 80 005 5555
- Lifeline crisis line: +27 (0) 86 132 2322 / +27 (0) 11 728 1347
- SA Depression and Anxiety Group suicide line: +27 (0) 80 056 7567 / +27 (0) 11 234 4837
- SAPS crime stop: +27 (0) 86 001 0111
- Adcock Ingram Depression and Anxiety Helpline: (0800) 70 80 90
- Nationwide Emergency Response: 10111
- Ambulance: 10177

12.2. Access and use of Our Platform shall not be made available to a Child whose Account has not been verified by a Legal Guardian/ Person authorised to act on their behalf

12.3. A User shall not select or use a name or e-mail address of a Third Party with the intent to impersonate that Third Party.

12.4. A User may not use Our Platform to engage in any harmful, illegal, or unauthorised activities which may include without limitation, harassment, discrimination, hate speech, threats of violence, or any form of unlawful behaviour.

12.5. A User shall not use the Platform to share Personal Information and/or Special Personal Information of the Third Parties resulting in the violation of the right to privacy.

12.6. A User shall not use the Platform for any purpose that is unlawful or prohibited by these Terms of Service, any applicable additional or amended Terms of Service, or any other conditions or notices that are made available on Our Website.

12.7. By using or accessing the Our Portal, a User undertakes to refrain from the following conduct:

- 12.7.1. Engaging in inappropriate or offensive communication towards other Users;
- 12.7.2. Exploiting vulnerabilities in the Platform's security systems through the transmission of worms, viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature;
- 12.7.3. Attempting to access unauthorised Accounts or Data through hacking Our proprietary and/or confidential records, records of another User, or records of any Third Party;
- 12.7.4. intercepting any data or Personal Information of any User or Third Party transmitted on Our Platform;
- 12.7.5. Engaging in any form of behaviour which disrupts the normal functioning of the Platform such as spamming, phishing, or creating multiple accounts for whatever purposes;
- 12.7.6. that removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Platform;
- 12.7.7. Sharing content that promotes self-harm, suicide, or other dangerous behaviours that pose a risk to the User's well-being or the well-being of others;
- 12.7.8. using the Platform to bully, intimidate or harass any other User or Third Party who has access to the Platform;
- 12.7.9. using the Platform to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory; performing any action that may disable, override, or impair the efficient and/or proper operation or working of the Platform and/or the Our Website;
- 12.7.10. violating any laws in any jurisdiction, including but not limited to any intellectual property laws; and
- 12.7.11. for soliciting or promoting commercial services, products, or advertisements unrelated to Mental Health Services.

12.8. We reserve the right to monitor User activity, enforce Our guidelines, and take appropriate action in cases of misuse, abuse, or violations of these Terms of Service. Unauthorised use of the Platform may result in Us:

12.8.1. Terminating Your Account; and

12.8.2. Claiming for damages against You and You may be found guilty of a statutory and/or criminal offence.

12.9. The User acknowledges and agrees that if We terminate their Account on Our Platform due to misuse and not adhering to Our guidelines, he/she will be prevented from accessing the Platform, and that their Personal Information and Data contained in the Platform shall be permanently deleted and/or Aggregated.

12.10. The User warrants that they will notify Us immediately should they become aware of any other User with access to the Platform violating the above.

13. ACCOUNT TERMINATION

13.1. A User may terminate their use of the Platform at any time by accessing the 'Setting' tab where they shall be provided with an option to delete their Account. Upon deleting their Account, the User will no longer have access to Our Services that are provided through Our Platform and all associated Data and/or Personal Information will be permanently deleted or aggregated.

- 13.2. We reserve the right to terminate a User's Account at Our discretion, with prior written notice should We determine that the User has violated Our Terms of Service or engaged in behaviour that is deemed harmful or inappropriate which include without limitation:
- 13.2.1. *For Patients:* violating Our Platform policies, inappropriate use of language or tone when communicating with Therapists, and disrespectful, threatening or discriminatory behaviour.
- 13.2.2. *For Therapists:* violating confidentiality obligations, providing inaccurate or misleading information, disrespectful or discriminatory behaviour, failure to maintain professional boundaries, promoting harmful practices that are not supported by evidence-based research, neglecting duty of care, and ignoring safety protocols in cases of Emergencies.
- 13.3. Upon the termination of a User's Account, We shall send an email confirming the erasure of their Account. This email will serve as irrefutable proof that the User's Account and associated Data and/or Personal Information has been permanently deleted from Our Platform and/or Aggregated.
- 13.4. We shall not be held liable for any claims, loss, damage, costs, expenses, fees (including reasonable legal costs) resulting from Our discretionary decision and/or the User's decision to terminate of an Account:
- 13.4.1. A User may request Account reactivation by contacting Our Customer Support team, subject to review and approval in instances where We terminate their Account; and
- 13.4.2. A User may sign up and create an Account with Us when they choose to make use of Our Services again in the future.

14. PRIVACY

- 14.1. Amari Health shall comply with all Applicable Data Protection Laws relating to the privacy and security of a User's Personal Information and/or Special Personal Information and shall only Process it in accordance with the Privacy Policy available on Our Website.
- 14.2. The User warrants that they have been informed of, and have given their Consent to Us, how We use, Process, store and handle their Personal Information and/or Special Personal Information in respect of the Mental Health Services We provide.
- 14.3. The User shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Personal Information and/or Special Personal Information they provide to Us.
- 14.4. Our Service Providers hereby warrant, acknowledge, and agree that they are subject to appropriate confidentiality and non-disclosure requirements with regards to all the Accounts they may gain access to via the Platform in Our daily business operations.
- 14.5. Each Party with access to and which uses the Platform agrees to indemnify, and defend at its own expense, Us against all costs, claims, damages, or expenses incurred by them or for which they may become liable due to any failure by them or its representatives to comply with any of its obligations under this section 14.
- 14.6. The User acknowledges that We only use, and Process Personal Information and/or Special Personal Information based on the information given to Us via the Platform therefore, We will not be held liable for any claim brought by a User or a Third Party arising from any action or omission by Us to the extent that such action or omission resulted directly from the User's instructions or lack thereof.

14.7. If We become aware that We have Processed Personal Information and/or Special Personal Information from someone under the age of 18 without verification from the Competent Person, We will take steps to remove that information from our servers as soon as possible.

15. INTELLECTUAL PROPERTY

- 15.1. The Platform and all of Our Content contained on it (including but not limited to computer or software code, scripts, design elements, images, text, drawings, interactive features, animation, photos, video, graphics, music, sound, and voice) are the property of Amari Health. There shall be no transfer of the Intellectual Property and a User and/or Third Party is not authorised to use any such Intellectual Property without prior written Consent from Us.
- 15.2. Users shall retain ownership of any content they create or upload on the Platform which includes without limitation text, images, videos and audio recordings. Amari Health does not claim ownership of User-generated content.
- 15.3. Amari Health reserves the right, at any time and without notice, to terminate a User's Account and/or Third Party's right to use the Website/Platform for violation (whether repeated or not) of Intellectual Property rights belonging to Amari Health.
- 15.4. Amari Health reserves the right to remove any content that is deemed to be infringing or violating any Third Party Intellectual Property rights.
- 15.5. Any unauthorised modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by e-mail or other electronic means) any material from the Platform and/or Website, without prior written Consent from Us as the owner of the materials, constitutes a breach of Intellectual Property.
- 15.6. The User indemnifies and holds Amari Health harmless for any and all Intellectual Property infringements claims that may arise as a result of the content uploaded, posted, or submitted and for any activity that occurs under the User's Account. Such Users will be solely responsible for any and all damages resulting from any infringements of copyrights, proprietary rights or any other harm resulting from any uploading, posting or submission.
- 15.7.** If any Third Party believes that any of their Intellectual Property rights have been infringed, please send an email to Us.

16. LIMITATION OF LIABILITY

- 16.1. USERS USING THE PLATFORM ACKNOWLEDGE AND AGREE THAT OUR PLATFORM ONLY ACTS A FACILITATOR FOR CONNECTING PATIENTS SEEKING SERVICES TO QUALIFIED THERAPISTS PROVIDING SUCH SERVICES, AND AS SUCH, THE PLATFORM DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, OR EFFECTIVENESS OF THE SERVICES PROVIDED BY THE THERAPISTS. AMARI HEALTH SHALL NOT BE HELD LIABLE FOR OUTCOME OF THE THERAPY SESSION OR ANY OTHER ISSUES THAT MAY ARISE DURING THE THERAPY SESSIONS.**
- 16.2. PATIENTS AGREE THAT AMARI HEALTH SHALL NOT BE HELD LIABLE FOR ANY HARM, INJURY OR ADVERSE EFFECTS RESULTING FROM:**

- 16.2.1. THE USE OF THE PLATFORM, AND
- 16.2.2. RELIANCE ON THE INFORMATION, ADVICE AND SERVICES PROVIDED BY THE THERAPISTS. AMARI HEALTH ENCOURAGES PATIENTS TO EXERCISE CAUTION AND DISCRETION WHEN RELYING ON THE INFORMATION PROVIDED ON OUR PLATFORM AND/OR WEBSITE OR WHEN ENGAGING WITH THEIR PREFERRED THERAPISTS.
- 16.3. THE USER AGREES TO DEFEND, INDEMNIFY, AND HOLD AMARI HEALTH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUPPLIERS HARMLESS FROM AND AGAINST ANY CLAIMS, DAMAGES, ACTIONS, LOSSES, AND LIABILITIES INCLUDING WITHOUT LIMITATION: LOSS OF PROFITS; DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; AND ANY REASONABLE LEGAL FEES, RESULTING FROM:
- 16.3.1. THE USE OR MISUSE OF THE PLATFORM, AND/OR
- 16.3.2. VIOLATION OF ANY OF THESE TERMS;
- 16.3.3. VIRUSES, BUGS, SOFTWARE/PROGRAM MALFUNCTIONS, ERRORS, FAILURES, DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS;
- 16.3.4. ANY BREACH TO THE SECURITY OF YOUR OR YOUR EMPLOYER'S INFORMATION SYSTEM OR ANY DATABASE, OR DEVICE UNDER YOUR OR YOUR EMPLOYER'S CONTROL; AND
- 16.3.5. ANY BREACH TO THE SECURITY OF YOUR ACCOUNT OR ANY INFORMATION LINKED TO YOUR ACCOUNT, WHERE SUCH BREACH IS THE RESULT OF YOUR NEGLIGENCE IN ENSURING THE SECURITY OF YOUR LOGIN DETAILS.
- 16.4. THERE MAY BE TIMES WHEN THE AVAILABILITY OF THE PLATFORM MAY BE INTERRUPTED FOR SCHEDULED MAINTENANCE OR UPGRADES, FOR EMERGENCY REPAIRS, OR DUE TO TECHNOLOGICAL ISSUES THAT ARE BEYOND OUR REASONABLE CONTROL, AND YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCONVENIENCE, LOSS OR DAMAGE SUFFERED AS A RESULT OF SUCH INTERRUPTIONS.
- 16.5. SHOULD THE USER BE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, THEIR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THEIR ACCOUNT WITH US AND DISCONTINUE USING THE PLATFORM.
- 16.6. THIS CLAUSE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OF THE USER'S ACCESS TO THE PLATFORM.

17. WARRANTIES

- 17.1. Amari Health makes no warranty that the Platform will meet all Your mental health requirements or that the Website will be available and uninterrupted.
- 17.2. Amari Health disclaims any warranties of merchantability, or fitness for a particular purpose when a User accesses and Uses the Platform. As such, Users acknowledge that the Platform cannot guarantee the effectiveness, outcome, or results of the Services provided through Our Platform. Users understand and agree that individual experiences and outcomes may vary based on a variety of factors, and Our Platform does not provide any warranty or guarantee regarding the efficacy of the services offered.
- 17.3. Amari Health warrants that it will maintain a secure and confidential environment for Patients to access mental health support.

- 17.4. Amari Health makes no warranty that access to the Platform will be uninterrupted. We may carry out routine maintenance from time to time which may result in specific interruptions, and the unavailability of the Platform and/or the Services We provide. Every effort will be made to ensure maintenance is not conducted during Our Business Hours. Notwithstanding the aforementioned, emergency maintenance or any maintenance deemed by Us to be of a critical nature will be conducted on an urgent basis.
- 17.5. Amari Health will make all reasonable efforts to ensure that all material and information provided in relation to the Platform is correct but cannot represent or guarantee the accuracy thereof. As such, Amari Health and/or its partners, sponsors, affiliates, or agents, make no warranties or representations as to the accuracy of the Platform's and/or Website's content, information, and materials which are provided to You.
- 17.6. Amari Health does not make any warranties as to the results that may be obtained from the use of Our Self-Screening Tool and the Business Calculator that is available on Our Website.
- 17.7. Amari Health does not warrant that the defects on the Platform, if any, will be corrected.
- 17.8. The User warrants that:
- 17.8.1. They are legally entitled to access the Platform and use it;
- 17.8.2. They have provided the necessary Consent to access and use the Platform; and that
- 17.8.3. They have the capacity to be bound by these Terms.

18. DISCLAIMER

- 18.1. The Platform is provided on an "AS IS" and "AS AVAILABLE" basis. Amari Health disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of fitness for a particular use or purpose and, accuracy.
- 18.2. By accessing and using Our Platform, You understand, acknowledge and agree that Your usage of the Platform and reliance on any information received on Our Website and/or Platform is entirely at your discretion and risk.

19. INDEMNITIES

- 19.1. The User agrees to indemnify, defend, and hold harmless Amari Health, Our affiliates, officers, directors, employees, consultants, and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal costs) that may be incurred as a result of or arising from:
- 19.1.1. Your use/misuse of or reliance on the Platform;
- 19.1.2. Any circumstance where We have acted on Your instructions or instructions purported to emanate from You;
- 19.1.3. Any unlawful access or monitoring of information transmitted to Us;
- 19.1.4. Any Third Party claims that may arise from the User's act or omission (including violation of Intellectual Property rights) while using the Platform;
- 19.1.5. Any harm or injury caused to Yourself or to Third Parties as a result of Your use of the Platform;

19.1.6. Errors, misrepresentation, or inaccuracies in the User's Personal Information or Data that is stored on the Platform which may result in undesired results;

19.1.7. Breach of these Terms of Service should it not be a result of Our own negligence;

19.2. You agree to cooperate fully with Amari Health in the defence of any claim or action that may arise as a result of Your use of the Platform and You undertake to immediately notify Us of any such claim or action. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by You.

20. APPLICABLE LAW AND JURISDICTION

20.1. These Terms of Service are governed by the laws of the Republic of South Africa. Any dispute arising out of or relating to this Terms of Use Agreement shall be exclusively resolved in the South African courts.

21. WAIVER

21.1. Any failure by Us to exercise or enforce any part of these Terms shall not be construed as a waiver of Our right to exercise or enforce any part of these Terms.

22. SEVERABILITY

22.1. If any provision of these Terms is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

23. AMENDMENTS TO THESE TERMS OF SERVICE

23.1. We may change these Terms of Service at any time by posting the amended Terms on the Our Website. All amended Terms are immediately and automatically effective after they are posted onto the Website. Use of the Platform shall be governed by such amended Terms.

23.2. It is the User's responsibility to regularly visit and review these Terms. Should the User not agree to any of the updates and/or modifications to these Terms, the User may terminate their Account with the Us immediately and stop using the Platform for any reasons whatsoever.

23.3. Amended Terms shall apply to any disputes that arise after the posting of such Terms on the Website

24. PARTICULARS OF Amari Health

Full Name	Amari Health (Pty) Ltd
Legal Status	Private Company
Registration Details	2019 / 491963 / 07
Place of Registration	Johannesburg South Africa
Director/Founder	Onkgopotse Khumalo
Physical Address	9a 9th Avenue, Sandton, Johannesburg , 2196 South Africa
Postal Address	9a 9th Avenue, Sandton, Johannesburg, 2196 South Africa

Physical Address for receipt of legal documents	9a 9th Avenue, Sandton, Johannesburg , 2196 South Africa
Telephone Number	+27 83 626 3667
E-mail address	info@amari.health
Website Address	www.amari.health
Membership to self-regulatory and/or accreditation bodies	N/A
Description of services and services offered	Online platform providing holistic mental wellbeing services including access to vetted mental health practitioners