

General Terms and Conditions (Ts&Cs)

1.0: Introduction

These Terms of Service constitute an Agreement between the User (“User”, “Client” or “You”) and *Share with a Counsellor* (the “Mobile Phone Application”, the “Company Physical Office” or the “Platform”). You must read and agree to these Terms of Service prior to using any part of the Platform. The Platform includes but is not limited to websites, mobile phone applications, social media (articles, posters, videos, blogs, forums, communities and other resources) that have access to; personal profile data and information, User’s profile, and other resources. Using any of these resources or others associated with the tradename *Share with a Counsellor* constitutes use of our Platforms. Your use of the Platform constitutes your agreement to these Ts&Cs for Services accessed and provided. These Ts&Cs cover areas such as legal responsibility of the site’s owner, for any damage or harm incurred during usage of the online platforms. Actions that may be taken against Users who break the Ts&Cs, and clearly outlined intellectual rights.

There will be brief Ts&Cs at different service centers where more data is required, the Agency will provide a clear description of the services, the required personal data and its purpose. In the Data Protection Policy more detailed explanations on data collection, handling, storage and archiving are provided, to satisfy the Agency data protection standards and comply with the Kenyan law. This Platform was built to provide the Users with an ability to find resources for the purposes of alleviating their mental health challenges. These resources include but are not limited to access of mental health professionals (Counselors & Supervisors); other Users; public forums, blogs; and tools. Access to the Platform content is available through multiple sites including www.sharewithacounsellor.com, mobile apps/ mobile devices, affiliate physical offices in the region and social media platforms (Facebook, Twitter, Instagram, Pinterest, YouTube, Podcast and any other adopted in future. This Agreement applies to any means and electronic devices that a User might employ to access the Platform.

Users are welcome to access and use the Platform for their personal use as it applies to their mental health and well-being, provided they accept this agreement. Users are not authorized to copy, distribute, alter, convey, or edit the contents of the Platform. Users may not use the contents of the Platform for any commercial purpose. *Share with a Counsellor* retains all title and intellectual property rights to the platforms bearing our business name, *Share with a Counsellor*, without transfer to any third party. All content, interest, and aspects of the Platform remain the sole property of *Share with a Counsellor*.

2.0: Purpose of the Platform

The purpose of this platform is to provide the User with access to the content, which includes:

- Personal access to immediate and scheduled mental health services (counselling/ supervision) at a pocket friendly professional fee for therapist/supervisor providing the services;
- Web Based free educational content on mental health conditions;
- Free information on emerging trends/targeted issues of concern on our Blog Page; educative videos on the YouTube channels and podcast.
- Relevant mental health discussions on the Podcast, targeted posters on the social media for free;
- Mobile Application User has free access to information at the referral points, which is used for linkage purposes. *These are 3rd party agencies who have independent terms and conditions and charges separate from Share with a Counsellor, they have consented to be listed in the Agency platform.* Such will include:
 - Listed psychiatrist services within major towns closer to you,
 - Alcohol and drug rehabilitation centers,

- Access to this content is intended solely for voluntary personal use.

3.0: Referrals and Linkage

- This platform is not intended for diagnosis of medical conditions and it does not have any involvement or instruction as to the use of any prescription drug. Should you receive any such advice transmitted through the platform you should disregard it.
- However, mental health conditions assessment will be done and the client referred and linked to a psychiatric service provider within his or her proximity for further management.
- Persons seeking service because of conditions linked to Alcohol and Drugs Addiction (ADA), will be taken through assessments and the counsellor will recommend the most appropriate intervention, which could include referral to a rehabilitation Center of their choice.
- The Agency through our qualified and certified Addiction counsellors will provide and support brief therapy and outpatient rehabilitation services, and after care recovery services for the client who is deemed to benefit for such services.

4.0: Connections

- The Platform serves to facilitate direct connections between Users through virtual and physical medium with the professional (Counsellors and Supervisors).
- The User may utilize the platform through the websites and through both Android and iPhone mobile phone applications.
- All interaction with the platform outside such devices is covered under these Terms of Service. The User is only allowed a single garget use while logged in the Mobile Application, while professionals have multiple garget log-in rights.

5.0: Private Forums & Other Users

- *Share with a Counsellor* allows Users to join specific groups of wellness and access information through private forums designated to the registered participants only, who will have direct contact with each other.
- The use of the forum constitutes your acknowledgement and agreement that the content you post along with your Username will be visible to other Users.
- *Share with a Counsellor* cannot protect your confidentiality should you choose to post to private forums.
- You should not post on the forums if you do not agree to reveal details of your profile to other Users and or you should ensure that your profile is private.
- The intent of the forums is to facilitate contact between Users that are homogenous in terms of status/class, which prohibit them from accessing mental wellness services; or share similarly stigmatized mental wellness challenges.
- The purpose is for them to receive professional support, share experiences, encourage each other and access therapy in secluded space away from public scrutiny.
- The participants have their guiding terms and conditions, which should be adhered upon by all group members.

6.0: Work Force conditions

6.1: Therapists (Counsellors Supervisors)

- *Share with a Counsellor* works with Affiliate Counsellors and Supervisors (Professionals) contracted on Part Time basis, and therefore they are not full-time staff of the Agency.
- Some of the Professionals have their own Agencies (Practice or Offices) in different parts of the Country, and therefore such are also affiliate offices of *Share with a Counsellor*.

- We do not own (co-own) those affiliate offices or co-owned; therefore, the Agency is not liable to any expense, conflict or operation of the affiliate offices.
- The session charge for physical sessions is inclusive of the physical facility used, except in unique cases delegated through writing (email) by the admin.
- All official communication on behalf of the *Share with a Counsellor*, should be done by the Agency Admin.
- All official communication will bear the Agency logo and possibly a stamp. Therefore, the affiliate therapist and the affiliate offices are prohibited from contacting any other business on behalf of the Agency outside the mandated services.
- When operating on delegated mandate (communicated by admin. via email), the therapist should bear in mind that it is only within that space they can act on behalf of the Agency.
- All communication between the therapist and the office 'Must' be done via official emails, which in case of malpractice they will be disconnected from all systems.
- We guarantee that the work with our affiliate counsellors is monitored for quality, relevant, efficiency and effectiveness.
- All counsellor will submit Case Notes that conceal the identity of the Client (Confidentiality), this will enable the Agency to transfer a client to a new therapist in case of involuntary or voluntary termination of service with the particular therapist.
- The therapists are assigned supervisors who support their professional growth and personal development, and supervision is mandatory.
- Our Affiliate Counselors accept full ethical and legal responsibility for their services.
- Unethical interaction between a counsellor and a client should be reported forthwith by either, silence on both parties indicated consent, and therefore the Agency is not liable of the outcome.
- If as a client, you are not satisfied with the services offered by the Therapist at the setting sections, provide all the relevant information as you make a request for exchange.
- The administration will take up the matter and address it accordingly, in case of slow response a follow-up email or a call to the office is allowed.

6.2: Vetted professional Counsellors

- We do our best to review credentials of the Counselors you may work with through this platform.
- They applied as affiliate counsellors and went through the recruitment procedures, and therefore we have confirmed all their credentials and we can guarantee the state of their licensure and good standing in the profession.
- We do not get involved in your therapeutic relationship with your counselor. We do not have access to confidential information you shared with your counselor, except in simple professional reports.
- This is the reason we have provided you an opportunity to evaluate the session upon completion.
- This is intended to improve the quality of services you are receiving, client satisfaction and possible way forward.
- The counsellor will post non- exposing session notes to you with way forwards and it is visible to the administration., for the purpose of follow-up.
- The counsellor will assure you confidentiality unless life is in danger or a crime is being committed, the action of the counselor takes cognizant that the client's best interest is paramount in whatever decision.
- You must agree and acknowledge that mental health services rendered remotely are not the same as those provided in face-to-face counseling, there are some compliance issues on the intake form to adhere to.
- In case of physical session, it's the client to visit the counsellor's office and not vice versa unless the client is hospitalized or incapacitated.

- This platform will share with your support system (provided on the intake form) in case of intent to harm self or others, even as help is availed.
- The Agency is not liable for actions of clients who were deemed mentally unstable to hurt themselves or others while seeking services.
- The Agency is not responsible for presumed malpractice or hurt or damage caused to a client by a counselor, during their interaction whether communicated earlier or not.
- The counsellors are bound by professional ethics and therefore, any unethical interaction by the counsellor should be shared to admin.

6.3: License of Counsellors

- Most Counselors are only legally authorized to practice mental health services in the states where they are licensed, in our case Kenya.
- This platform facilitates physical and virtual mental health services with Counselors in Kenya through booking systems, based on website and Mobile Applications.
- Diaspora clients will access services through the Website booking.
- In order to utilize this platform, the User must agree that any and all remote mental health services you receive are legally within the regulation of Kenya for now.
- These remote mental health services include but are not limited to the following means of communication: direct email, messages sent using the platform profile email system, any chat app, any electronic device, phones, etc.

6.4: Recruitment

- The Agency does not broadcast job opportunities on the Website or other platforms, but rather gives privilege to therapists seeking supervision services from the Agency to make applications.
- Therefore, job adverts will be advertised within the Mobile Application (counsellor's section).
- We are therefore not liable for rejected applications done by counsellors and supervisors who are not part of the platforms.
- All recruited Affiliate counsellors and supervisors will have to sign their contractual agreement and terms & conditions governing their service provisions.

6.5: Compliance to Professional Ethics

- *Share with a Counsellor* is registered with Kenya Counselling and Professional Association (KCPA), which is one of the professional (Counsellors and Psychologist) regulating bodies in Kenya.
- As we expand our professional mandate to other regions, we shall strive to get license to practices, because we strive in all ways to comply with professional standards.
- Ethical dilemmas and ethical ramifications as client concerns will be addressed on an issues basis.
- In case of a dispute arising from your use of the platform in which you request an investigation, you authorize *Share with a Counsellor* to provide information to any investigating authority.
- This includes but is not limited to: revealing registration information, usernames, intake form, message content, access logs, dates for the commencement and termination of membership, payment information, or any information which may aid in the investigation.
- Counsellor and Supervisors providing services at *Share with a Counsellor* should be registered with a professional body with Kenya for now or in the process.

7.0: Applicable Fees

7.1: Usage Fees

- We charge different fees at the Agency, which is intended to cover the operation cost (development, maintenance, overhead, and all other costs associated with running the platform including professional processing fees.
- These fees help to maintain the forums, resources and profile communication services that you the User may access at no cost.
- You agree to pay any and all fees associated with your annual subscription and services on a timely basis, and consistent with the plans and options you have selected in accordance with these terms that are published on the website.

7.2: Subscription

- The subscription fee is mandatory and exclusive for all Users (including the counsellors), before they can access services via the Mobile Application from Kenya (for now), while diaspora clients will not be subjected to these charges for now.
- The annual subscription is non-refundable fee and it's ingrained within the App account setup and service access.
- You can install the application, set an account and access the home page of the Mobile Application but you cannot access any services until you subscribe and complete the profile.
- A week before the expiry of the subscription, you will receive notification to renew your subscription, on the due date if you have not paid, the bill will be charged on your E-Wallet and if there are no funds it will be credited waiting for you to top up.

7.3: Professional fee

- All services are charged a pocket friendly fee prior to access, which is shared between the therapist and the Agency for professional services.
- The Wellness group has annual membership fees for participants and service fees indicated in their brief terms and conditions.
- The Agency will hold teleconferences for different target groups, participation is voluntary and charges apply.
- The Agency assures all clients that upon payment of any service, efforts will be made to safeguard the interest of the client; by ensuring the procured services are provided under whatever circumstance.
- Share with a counsellor does not guarantee any amount of minimum earnings, the working relationship is on an affiliate part-time basis when work is available, services are provided and shared income is distributed.

8.0: Accountability and transparency

- In an effort to promote accountability and transparency, all payments are done through an E-Wallet and confirmation messages of every transaction will appear on your statement in the Mobile Application.
- All payments will be done through the Agency provided mechanisms, and not to any affiliate entity, unless officially authorized through an official email to the Client and the new partner upon referral.
- The Agency is not liable for complaints emanating or losses incurred due to payment and services provided outside the platform (Mobile Application and Website booking system).
- Any counsellor deemed to lure Agency Client's out of the system to private practice (with touchable evidence) will have broken these terms and conditions, forcing the Agency to take disciplinary action against him or her according to the signed bidding service agreement.

9.0: Client Complaints and Satisfaction

- The Agency offers mental wellness services to you, so that you can accept liability and take responsibility for mental health, through the help of our counsellors.
- Therefore, both the counselor and the User agree to completely indemnify and hold blameless *Share with a Counsellor* for any and all disputes against each other, which may arise through the use of this platform for any purpose other than procured therapy sessions through the provided channel.
- The counselor and User agree to indemnify and hold blameless *Share with a Counsellor*, its related corporation, all owners, officers, employees, subsidiaries, affiliate Agencies, affiliate professionals, etc. from any and all claims, losses, damages, expenses, costs (including attorney's fees) resulting from any violation of these Terms of Service.
- We cannot guarantee client satisfaction because mental health interventions are subjective in nature, however, the Agency has provided you with a feedback mechanism to evaluate service provided and recommend improvement within the Mobile App and Website.
- In case of any complaint, you can use the availed communication channels within the Website and the Mobile Application to seek redress.
- We will not treat complaints and negative feedback provided in the social media platforms seriously, because that is not an official channel of communication to us.

10.0: Management of Mobile Application

- The mobile application platform is our main operation space and we do not force clients to keep it, or to seek services from us; every operation from down loading, installation, subscription and procurement of services and evaluation are voluntary initiatives.

10.1: Suspend your Account

- You can suspend your account briefly, using the procedures provided in the setting section of the application.
- This function is most appropriate for pupils and students in boarding facilities, who have to leave their phones behind for a while.
- It could also be used by persons leaving the country Kenya briefly (where the Mobile App is functional for now).
- You do not lose your data: annual subscription, E-Wallet balance, statement and history; upon restoration your account will be just like you left it.
- Therefore, when available and ready to use the Account again, you will effortlessly restore it from the same section.

10.2: Delete your Account

- You can exit the Mobile Application by deleting the account in the setting section of your App, the procedure is provided.
- Your data will be permanently deleted from the system including your subscription fee and e-wallet balance.
- The E-Wallet balance cannot be transferred to another User unless s/he is registered as your beneficiaries (reserve for parents and who have registered their minor children as beneficiaries).
- The Agency is not liable for loss of funds from your E-Wallet when an account is deleted, therefore you are encouraged to exhaust all your reserves before deleting your account.
- Future installation of the App will require you to set up another account using your details then pay for the subscription once again.

10.3: Profile Updates

- You have liberty to update your profile at will at the setting section of the Mobile Application and also change your passwords.

10.4: Number of Gadget use

- All clients will be allowed to log in the Mobile App using one gadget that is compatible to Android and iPhone (mobile phone or tablet); but not laptop for now.
- Contracted Affiliate Counsellors will have the liberty of logging in using two gadgets, although one is limited in access and functionality.
- The Agency is not liable for exposing information from your gadget that was not secured with a secret code.
- The Mobile Application has security features available to you, therefore data security is your sole responsibility as a User.
- Contracted Affiliate Counsellor's portal is permanently secured from access by strangers, and the counsellor is responsible for adhering to set security measures.

11.0: Proper Use of available information

11.1: Data Access

- Anonymous services do not reveal any data to the counsellor; therefore s/he relies on your voluntary disclosure of personal information.
- Although you completed your profile at account setup and subscription, that data remains visible to only the client manager and the administrator, if you choose anonymous services.
- Clients seeking services from all other centers, will have their profile data and intake form made available to the counsellor for pre- preparation of the session.
- Counsellors have signed their service agreement and professional terms and conditions on data handling and management; therefore, the client data is only used for the intended purpose only.
- The Agency is not liable to clients who expose their data to third parties for whatever purpose, you are therefore encouraged to protect your own data found right in your phone.
- The Agency does not engage professional services in the social media, and therefore all clients are encouraged to refrain from exposing personal issues in the social media and expecting Agency professionals to respond in a public galley.
- Social media platforms will only be used for marketing, publicity and awareness creation purposes only, and therefore all conversations will be geared towards attracting customers to the Mobile Application where professional services are offered.
- Clients served under institutions, companies and organizations will have their case notes shared with the referral point upon request, however, professional code of conducts dictated confidential handling of client's information and therefore due diligence will be observed with the best interest of the client at heart.
- Clients who are minor, and accessing services at the therapy center, will have specific and relevant data shared with the guardians, however, the professional will protect the interest of the client.
- Clients seeking Anonymous services, are guaranteed of confidentiality, beside a brief report shared to them by the counsellor, there are no other reports to the Agency, guardian, institution, company or organization.
- In adherence to data privacy and protection policy, the Agency can only provide your data to a 3rd party, if there is a court case and an order is sent requesting for such data; however, data disclosure is not private matter, and therefore the Agency will notify the affected client before the disclosure.

11.2: Social media use precautions

- *Share with a Counsellor* will moderate and contribute to the social media forums and will not allow any language that is offensive or that insinuates harm of any kind to any living thing. No form of soliciting is allowed.
- Users who post offensive content or attempt to solicit services will first be warned and then banned, depending on the severity of the content.
- Particularly, egregious content will result in an immediate ban from the platform. Each User is responsible for the content they choose to post and the content they choose to read.
- No User is employed by *Share with a Counsellor* and as such no responsibility or liability is taken or accepted by the Agency for the content a User posts or shares as a message.
- The Agency does not necessarily share the views of any User and cannot accept any liability for postings or private messages.
- Any User that participates in the social media forum or direct messaging contact does so at their own and sole risk.
- The Agency will appreciate your following of our social media, clicks/ likes, sharing to personal fans and friends, but that does not qualify you to be our promoter or influencer.
- All those efforts are appreciated, but they are not linked to any monetary gain.
- Your use of the forums or private messaging constitutes your agreement to accept and assume any and all liabilities for the content found there-in.
- You also agree to immediately report any offensive content or attempts to solicit funds from the Agency.
- Do not use the platform for contact with other Users, such as that offered in the forums and private messaging, if you are unwilling to accept the sole risk and liability of any outcomes that may result from said use.

11.3: Social media platforms

- On this website you will have access to a lot of different types of information on the site itself, blogs and social media platforms.
- On the social media platforms, information that triggers discussion, input, comments will be shared, therefore suggestions and recommendations from other Users in forums is not professional advice and does not reflect the position of *Share with a Counsellor*.
- We do not endorse any information described, proposed or mentioned on social media platforms by Users and Professionals (counsellors).
- You agree and acknowledge that should you choose to rely on any content you acquire on the social media platform, you are doing so at your sole liability and risk.
- You also accept responsibility for compliance with the laws and regulations of the country, state, province, city, etc. of the location from where you are accessing these sites.
- You agree not to access this site from any location where the platform does not comply with the applicable laws and regulations or technical limitations.
- You agree and confirm that neither *Share with a Counsellor* nor any of its affiliates shall be in any way liable to you or anyone else for any loss or injury caused in whole or in part by your use of this platform. That includes your reliance, use, or personal interpretation of any content, which you might obtain directly or indirectly from the sites, its Users, or Counsellors.
- *Share with a Counsellor*, discourages self-diagnosis but only allows clients to pick a need area from the Website, read about it and if it resonates with their issue of concern, book a counsellor specialized on that area.
- The team of professionals providing services at *Share with a Counsellor* are psychologists and Counsellors and not mandated to treat mental health disorders. However, your counselor will make the

initial assessment, and on a need basis, s/he could refer you to appropriate mental health practitioners recommended in the Mobile App.

- Therefore, the Agency does not endorse any specific mental health diagnosis method, treatment, any tests, worksheets, coping tools, advice, or any other type of means to diagnose or treat mental health disorders.
- Under no circumstances and in no event will *Share with a Counsellor* or its affiliates be responsible or liable to you or anyone else for any incidental, consequential, indirect, special or exemplary damages or losses arising out of your use or inability to use the sites, platforms or applications. This includes even if *Share with a Counsellor* its affiliates, owners, officers, licensors, agents or representatives know or have been informed of the possibilities of such damage.

11.4: Hyperlinks

- Any link (including a hyperlink, button or referral device of any kind) used on this website or on the *Share with a Counsellor* Mobile App, is provided for your use and convenience.
- The appearance of a link on this website does not constitute an endorsement, recommendation or certification by us, nor should the presence of a link in any way be construed as a suggestion that any third-party website has any relationship with us.
- We do not endorse the content on any third-party websites. We are not responsible for the content of linked third-party websites or third-party advertisements, and do not make any representations regarding their content or accuracy.
- We do not knowingly link to websites that may infringe on valid and existing trademarks, service marks, copyrights or patents.
- Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites.

11.5: Forbidden Uses of Platform

All Users expressly agree not to post any material that:

- Is defamatory, libelous, abusive, or obscene, including, without limitation, material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, federal, or international law;
- Infringes on the copyright or any other proprietary right of a third party;
- Would invade the privacy of any other person;
- Is intended to advertise to or solicit others without our express permission;
- Constitutes charity solicitations, chain letters or pyramid schemes;
- Contains a virus, worm, trojan horse, time bomb, or any other harmful program or component; or
- Interfere with or disrupt networks connected to the website, or used for purposes of delivering the content (or violate the regulations, policies or procedures of such networks);
- Attempt to gain unauthorized access to restricted areas of the website, other accounts, computer systems or networks connected to the website, through password mining or any other means; or interfere with another User's use and enjoyment of the website and mobile applications.
- We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with these Terms of Service, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any third-party copyrights or trademarks.
- We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

11.6: User Responsibility

- Neither *Share with a Counsellor* nor its affiliates are under any obligation to respond to messages posted in the social media platforms.
- If you post any information or material on any of the platforms, then you are responsible for such information or material and the consequences of their posting.
- If you choose to post material, you agree to do so solely for lawful purposes and in compliance with all applicable laws.
- You expressly agree that we have no responsibility for or control over the information, creations, data or material you may post to this website.
- As an Agency we do not and are not responsible for screening or monitoring material posted by you or any other person or entity.
- If notified by one of our Users of any material that is alleged not to conform to these terms and conditions, we may investigate the allegation and determine in our sole discretion to remove or request the removal of the material.
- We reserve the right to remove material that is abusive, illegal, disruptive, or that otherwise fails to conform to these terms and conditions.
- We reserve the right to edit or delete any material posted on our website, regardless of whether such material violates these standards for content.
- We have no liability or responsibility to you or any other person or entity for performance or nonperformance of the screening activities set forth above.
- We further do not represent, warrant or guarantee the truthfulness, accuracy, or reliability of any of the material posted by others on the social media platforms.
- We also do not endorse any opinions expressed by others on the social media platforms; therefore, you acknowledge that any reliance on content posted by others and your use of that content, is at your own risk.

11.7: Modifications, Termination, Interruption, and Disruptions to the Platform

- You agree, confirm and acknowledge that we may modify, suspend, disrupt or discontinue the Platforms, any type of the Platform or the use of the Platform or mobile application, whether to all Users 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.
- Platform technology is technically complicated and is dependent on third party engineering and hosting in part, and 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.

12.0: Copyright and Trademarks

- You hereby grant to *Share with a Counsellor* a non-exclusive, worldwide, royalty-free, perpetual license, with right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information you submit to the website by all means and, in any media, now known or hereafter developed for any use or purpose.
- This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process for a password or username.
- If any *Share with a Counsellor* Agency only purports to use names, logos or marks appearing in this site in those territories, in which it or its affiliates are entitled to do so, whether by virtue of pending or registered trademarks, licenses, or otherwise.

- For the avoidance of doubt, *Share with a Counsellor* does not purport to use any name, logo or mark in any territory, in which it is not so entitled, and will not supply or offer to supply products and/or services bearing any such name, logo or mark into any such territory.
- The use of these trademarks or any other content on this site, except as provided in these terms and conditions or in the site content, is strictly prohibited.
- All content and materials available on *Share with a Counsellor* Platform, including but not limited to text, graphics, domain names, code, images and logos are the intellectual property of *Share with a Counsellor* Agency, and are protected by applicable copyright and trademark law.
- Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited. *Share with a Counsellor* is a copyright term. All rights reserved.

13.0: Age Requirements, Password, Email, Texting and Honesty Policy for *Share with a Counsellor*

- You agree that by using the Site, you are at least eighteen (18) years of age legally and have no reason to believe you would not be judged a competent adult.
- By registering as a User and agreeing to the terms and conditions of this Agreement, you also are agreeing to the terms of the *Share with a Counsellor* Privacy Policy.
- By your use of this site, you acknowledge that the information furnished by you is accurate, true and complete, and you will maintain and update such information during your use of these sites, so that it will remain true, accurate, current and complete.
- During your use of this Site or its related Mobile Platforms, you may be provided with a User Identification Code (User Id), but you set your own secret codes.
- You remain responsible for maintaining the confidentiality of your password and User Id any other security information related to your account.
- You will be fully responsible for all activities that occur under your account, User Id or password.
- You are not allowed to use the account, User Id or password of someone else, and in case you notice unauthorized activities in your account, you must notify the administrator immediately for action.
- *Share with a Counsellor* will not be liable for any loss that you may incur as a result of someone else using your account or your password, either with or without your knowledge.
- By accepting these terms, you are consenting to receive communications from us electronically; therefore, we will communicate with you by e-mail or by posting notices on your mobile Application and social media platforms.
- You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- Your continued use of this site's offerings will signify your acceptance of the changes to the Site or the Terms of Service with or without notice.
- *Share with a Counsellor* may change this Agreement or any part hereof at any time according to its absolute discretion and without any prior notice, therefore, all Users are encouraged to frequently check on new amendments on the terms.
- By using the service or Site after the changes, members agree to be bound by such changes to this Agreement; if you do not accept the changes, your sole and exclusive remedy is to discontinue using the Agency platforms.
- You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website with or without notice and any suspected illegal, fraudulent or abusive activity may be grounds for terminating your use of the Site and may be referred to appropriate law enforcement authorities.
- *Share with a Counsellor* reserves the right to remove or delete any information that you may have on file with us, including any account or login information.

14.0: Other Legal Terms

- Nothing in this agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer or employee of the other.
- Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.
- This Agreement shall be interpreted only in accordance with the laws of Kenya.
- This Agreement will be binding and will seek to benefit the legal representatives, successors and assigns of the parties hereto.
- No amendment to this Agreement will be effective unless made in writing.
- The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof.
- 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.
- Unless otherwise expressed, *Share with a Counsellor* expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

15.0: Miscellaneous Terms & Conditions

- *Share with a Counsellor* reserves the right to change these Terms and Conditions from time to time in its sole discretion.
- If any provision of these Terms and Conditions should, for any reason, be held invalid, prohibited by law or unenforceable in any respect, such terms will not apply.
- However, the remainder of these Terms and Conditions shall be enforced to the full extent permitted by law.
- A court of competent jurisdiction is hereby empowered to modify the invalid, prohibited or unenforceable provision to make it valid and enforceable.

16.0: Governance

- These terms and the interpretation of these terms will be governed by and construed under the laws of the state of Kenya, without regard to its conflicts of laws principles and will specifically not be governed by the United Nations conventions on contracts for the international sale of goods, if otherwise applicable.
- You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the program or these terms must be in the state or courts located in Kenya and you hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Kenya, for any such legal proceeding.

17.0: Liability

- The Agency will not be liable for personal data leaked individually, managed and handled by 3rd Parties within and without the *Share with a Counsellor* Platforms.
- *Share with a Counsellor* is not liable for personal data held by 3rd party service providers or provided voluntarily by the User to other service providers through cookies, hyperlinks, or social media platforms.
- The Agency is not liable for personal data provided to other service providers through the linkage and referral process, they two Agencies have different Terms and Conditions governing their operation, for example rehabilitation centers and psychiatric hospitals/clinics.

- The Agency is not liable when it does decline a request to provide vernacular counselling services, if the Agency does not have an expertise on that local dialect.
- The Agency is not liable for breaching confidentiality in adherence to Professional Code of Conduct ramifications.
- The Agency is also not liable to poor outcome during therapy caused by the client's limited disclosure, on dual relationship with the allocated professional counsellor or malpractice during their interactions.
- The Agency does not require personal sensitive data like National Identity Card no, Pass Port No, Driving License, Bank Accounts or Post office Address from any Client; therefore, we are not liable for disclosure of this information in any quota associated with the Agency or not.
- The Agency is not liable for any damage linked to your exposure of personal image or real name in our platforms.

18.0: Data Security

- Every User MUST set a security measure to protect their platforms and their activities there in, the systems are friendly on issue 'forgotten password or need to change password'.
- Therefore, the Agency does not take responsibility for hacked accounts due to the User's negligence.
- Some scheduled professional services will require completion of some extra documentation such as service agreements for professional and service providers; and intake form for clients seeking services at the Agency where that information is required.
- This information is required by the system and it cannot be ignored, not providing it will cause the system to block the User from proceeding with the process.
- Therefore, the Agency is not liable for client's disappointment and dissatisfaction due to incomplete information provided.
- Even though all clients seeking services in any of the Agency will be assured confidentiality with its limitations, and it can be breached if the required conditions apply.
- Therefore, the Agency is not liable to self-disclosed information (self-disclosure) and the damage caused therein or disclosure linked to breached confidentiality.
- The Agency is not liable for personal information leaked out because of the Users uncoerced self-disclosures especially in the social media and to a legal redress.

19.0: Mainstreaming Gender and Disability

- The Agency acknowledges the Government directive to accommodate persons with disability in employment sectors, and therefore completion of the section on disability declaration will be paramount.
- This will ensure service provision is not discriminatory at any level for both Clients and professionals.
- However, the Agency not liable for any damage or injury that could be caused by access of available services by people enabled differently.
- Although the Agency has recruited professionals enabled differently (Paralympic) to provide services taking cognizant of all other requirements in the job market; it's not bound by the good will to keep professionals that are not able to provide the required services appropriately.
- The Agency does not take liability for any harm or damage caused or incurred during service provision, all professionals and Users are deemed conscious enough to make all decisions pertaining the service uptake and provision at the Agency.
- The Agency will endeavor to accommodate all genders and disability concerns to the best of our expertise available, and therefore *Share with a Counsellor* will not be termed as discriminating when it lacks expertise on certain issues pertaining gender and disability and refer them to 3rd party service providers.

If you do not agree with any section or/and statement within these terms of conditions, which govern the operation of the Agency, please do not seek services or consume any product from any platform set within the trade name Share with a Counsellor.

20.0: Disclaimer

If you wish to exercise any of the rights set out above, please contact us at info@sharewithacounsellor.com. The Agency may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. We try to respond to all legitimate requests within a reasonable time. Occasionally it could take us longer if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

21.0: How to Contact Us

If you would like to contact us on any topic in this Data Privacy and Protection Policy Document governing 'Share with a Counsellor' Agency, you can email us at info@sharewithacounsellor.com or submit a request via our digital platform, or telephony.

Our contact details

Share with a Counsellor
P.O. Box 23952-00100
Nairobi, Kenya.

- Safaricom: 0707764498 (Call, Text and Telegram)
- Airtel: 0739 340004 (Call, Text and WhatsApp)
- Telcom: 0777 543858 (Call and Text)

Email

Address: info@sharewithacounsellor.com

Consent

Name: _____ Accept: _____ Reject _____

Date: _____ Signature _____