

## **THE COUCH & CO**

### **PROTECTION OF PERSONAL INFORMATION – TERMS AND CONDITIONS**

#### **General Consent Terms and Conditions**

To improve Your access to bespoke and coordinated healthcare solutions, The Couch & Co and its contracted third parties requires you to disclose Your **Personal and Health Information** on our website and provide us with certain personal information.

Your consent to the disclosure of Your Personal and Health Information is protected by the Protection of Personal Information Act, 4 of 2013 (which came into effect on 1 July 2020) (“**POPIA**”) and will principally be governed by the POPIA, as well as any other Applicable Data Protection Legislation of the Republic of South Africa.

The Couch & Co acknowledges the great importance of Your **Personal and Health Information** and recognises that You may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with the POPIA and/or any other Applicable Data Protection Legislation.


In the circumstances, The Couch & Co undertakes to continue maintaining the privacy, safety and integrity of Your **Personal and Health Information**, as it has always done. We will not sell, disclose or provide Your Personal and Health Information to any third parties, without Your consent, unless We are by law obliged to do so.

If you are a harm risk to yourself or others, you need to proceed to the nearest causality hospital or contact an emergency helpline.

**Please ensure that you read the terms and conditions carefully.**

By accessing or using this service, you agree to comply with all the Terms and Conditions described in these terms. If you do not agree to all the terms and conditions, you are not authorised to use the services.

Address: Homestead Park- 37 Homestead Lane  
Corner 12<sup>th</sup> Avenue, Rivonia Sandton 2191  
Office: 011 234 074 Mobile: 071 682 7107  
[www.thepsychologycouch.com](http://www.thepsychologycouch.com) Email: [admin@thepsychologycouch.com](mailto:admin@thepsychologycouch.com)

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*Heal. Learn. Grow*  
Psychology • Psychiatry • Wellness

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## **1. ELIGIBILITY**

- 1.1 You hereby certify that you are over the age of 18 (eighteen).
- 1.2 You have the lawful authority and capacity to contract and be legally bound by these terms.
- 1.3 You have the lawful authority and capacity to give informed consent to use the services.
- 1.4 You are not a person, under the laws of the country from which you are accessing or using the services, who is either banned or otherwise legally prohibited from receiving or using the services.

## **2. ACCOUNT ENROLMENT**

- 2.1 To access this service, you must first register on our website and provide us with certain personal information.
- 2.2 You agree that all the information that you provide about yourself will be truthful, accurate, current and complete.
- 2.3 You agree that each time you log in, you will update such account information should any changes occur.
- 2.4 If you provide information that is untrue, inaccurate, not current or incomplete, or if The Couch & Co has any reason to suspect that the information provided is untrue, inaccurate, not current or incomplete, The Couch & Co has the right to suspend or terminate your account and refuse any and all current or future use of this service.
- 2.5 By clicking continue, you indicate that you have read and agreed to The Couch & Co terms and conditions.
- 2.6 You are entering this agreement irrevocably, accepting all terms and conditions stated and agree to abide by all of them.
- 2.7 If you do not agree with the terms and conditions stipulated by The Couch & Co, you will not be permitted to continue with the member registration process.
- 2.8 The Couch & Co holds the right to deny access without any notice to any person who we believe has violated any of the terms and conditions at our sole discretion.
- 2.9 We reserve the right, at our sole and absolute discretion to change or update our terms and conditions without notice, therefore, you are encouraged to check these terms and conditions regularly for any changes.
- 2.10 Services provided on this site are for non-emergency matters.
- 2.11 You agree that The Couch & Co and Contracted Third Parties (in Our respective capacities as responsible parties and/or operators under POPIA and the Data Protection Legislation) to Process Your Personal and Health Information for any of the Permitted Purposes.
- 2.12 You acknowledge the consent contained in this document is freely and voluntarily given without being forced, influenced, pressured or harassed to do so.
- 2.13 You have the right to withhold, withdraw, change or revoke Your consent to Processing of Your Personal and Health Information for any of the Permitted Purposes, however You

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acknowledge that if You do so, We may not be able to provide You with certain services relating to the Permitted Purposes or otherwise. If You wish to withhold, withdraw, change or revoke Your consent please contact Us at [admin@thepsychologycouch.com](mailto:admin@thepsychologycouch.com)

- 2.14 The Couch & Co will provide Your Personal and Health Information to any Contracted Third Parties with whom You already have a relationship; or where You have applied for a product, service or benefit from such Contracted Third Parties. This information will be provided for the administration of Your products or benefits with these parties.
- 2.15 Your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside the Republic of South Africa. In all instances pertaining to academic research and statistics, You shall not be identifiable. Your Personal and Health Information will be Deidentified insofar possible, and We will ensure that the academics and researchers keep Your Personal and Health Information confidential. No Personal and Health Information will be made available to a third party unless that third party has agreed to be bound by Our confidentiality policies.

### **3. ACCEPTABLE USE**

- 3.1 You agree not to access or use the service in an unlawful way.
- 3.2 You shall not post, use, store or record any of the information, online chats or calls.
- 3.3 You shall not attempt to disrupt the operation of the service by any method including the use of viruses, Trojan horses, worms, time bombs, denial of service attacks or spamming.
- 3.4 You are solely responsible for the material you post on the service.
- 3.5 These Terms are between you and The Couch & Co and not with the app provider.
- 3.6 You are responsible to safeguard your username and password for this site. If you suspect that your password has been lost or stolen, or your account been compromised, please notify us immediately and/or change your password.
- 3.7 We will not be liable if your user account details have been compromised or used by someone else, with or without our/your knowledge.
- 3.8 You consent to the electronic storage of information.
- 3.9 While steps will be taken to ensure confidentiality, should confidentiality be breached, we will not be responsible.
- 3.10 We will take appropriate reasonable technical and organisational measures to protect the integrity and security of Your Personal and Health Information. This includes taking reasonable steps to protect Your Personal and Health Information under Our control from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure.

### **4. NOTICES AND INFORMATION**

- 4.1 You agree that we may communicate with you, only with Your consent, to send information, correspondence and notices to you, using the information provided by you at the time of creating a user account. These communications may be sent via email, SMS, push notification, on site notification or otherwise.
- 4.2 We will give You access to Your Personal and Health Information, in the event that You have requested access;

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## **5. THERAPISTS**

- 5.1 The Couch & Co assumes no responsibility for the quality of therapeutic services provided by the therapist; while we will assist in finding a good match for the services, we make no representation or warranty whatsoever as to whether you will find the therapists' services relevant, useful or suitable to your needs.
- 5.2 You acknowledge and are aware that at times the care offered through The Couch & Co may not be a full and complete substitute for face to face sessions by a psychologist.
- 5.3 You should not make decisions purely on the use of The Couch & Co.
- 5.4 Never disregard, or avoid obtaining medical advice from your doctor or other qualified Therapists because of information or advice received from The Couch & Co.
- 5.5 We shall not be responsible for any information or advice provided to you by the psychologists/experts registered with The Couch & Co. The service is to be used only to access general mental health care information and is in no way intended to provide medical advice.
- 5.6 The experts registered on this site are not your doctors, physicians or healthcare providers.
- 5.7 You agree not to use this site as a substitute for health insurance or a primary care doctor.
- 5.8 You agree and acknowledge that you are responsible for maintaining the confidentiality of your password and other security information related to your account.

## **ACKNOWLEDGEMENT**

On signature of this document, I acknowledge that I have granted my consent of my own free will on the understanding that –

The Couch & Co together with its Contracted Third Parties to:

- improve my clinical treatment and outcomes by sharing clinical information (current and historical data - to the extent it is possible to do so and such historical data is available) in a secured way among healthcare professionals and healthcare service providers; and,
- improve the quality, safety and efficiency of the healthcare that I receive, through an increased administrative and clinical information interchange process, whilst still protecting consumer privacy.
- I can at any time change or revoke my consent to provide my healthcare information by formally informing or notifying The Couch & Co and Contracted Third Parties of my decision. In this case, my healthcare information will be accessed only up to the date I revoke my consent. The Couch & Co will no longer disclose my Personal and Health Information to any of its Contracted Third Parties from then on.
- I understand that once The Couch & Co has shared my Personal and Health Information with my Contracted Third Parties, The Couch & Co has no further control over this information and will not be accountable for its safeguarding. I also understand that my selected Therapist and Contracted Third Parties have confirmed to The Couch & Co that they will treat my information private and confidential and in line with POPIA and the Applicable Data Protection legislation.

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**CONSENT FORM**

- a. I hereby grant The Couch & Co and Contracted Third Parties access to all my Personal and Health Information for the Permitted Purposes.
- b. I agree that by making this Personal and Health Information available The Couch & Co is not responsible for any loss (whether direct or indirect) that may arise from the use of this Personal and Health Information.
- c. I agree that I may not hold The Couch & Co responsible for any loss that may result from the incorrect use or disclosure of my Personal and Health Information by third parties.
- d. I give permission to my Therapist to give The Couch & Co and its Contracted Third Parties my Personal and Health Information for the Permitted Purposes.
- e. I confirm that I have had an opportunity to receive and read (or have read to me) and I fully comprehend the terms, conditions and consequences contained in these Terms and Conditions.
- f. I confirm my consent is given of my own free will.

**6. INTELLECTUAL PROPERTY**

- 6.1 You agree not to reproduce, distribute, sell or publish any intellectual property given to you by The Couch & Co therapists.
- 6.2 Access to the service and the information contained is provided as is, and is available without any warranty of any kind. The Couch & Co does not warranty that access to the service will be uninterrupted or error-free, or that defects if any will be corrected, nor does The Couch & Co make any representations about the accuracy, reliability, quality, completeness, usefulness, performance, security, legality or suitability of the service or any of the information contained.
- 6.3 Redistribution of any information made available on this site is strictly prohibited; this service is made available only for individuals to use to support their mental health decisions.
- 6.4 You shall be solely and fully be responsible for any damage to the service or any computer system, any loss of data, or any improper use or disclosure of information on the service caused by you or any person using your username or password.
- 6.5 The Couch & Co does not assume any responsibility for any loss, damage or liability arising from the failure of protected health information, advice ideas, information, instructions or guidelines accessed through the service.

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## **7. PAYMENT MECHANISM**

- 7.1 All services are chargeable.
- 7.2 When you schedule a session, it is understood that you accept and agree to pay the fees charged and you will be liable to make payment upon reserving or scheduling your session.
- 7.3 This site will only ask you for your credit card details or other payment information if you indicate that you want to book an appointment.

## **8. CANCELLATION**

- 8.1 24-hour cancellation policy applies. Please note that sessions need to be cancelled 24 hours prior to your appointment with the psychologist.
- 8.2 There are no refunds for cancellations that have not been made 24 hours prior to the appointment date.
- 8.3 If you have paid for a therapist's services and for some reason that therapist is not available to provide therapy services later or instantly, you are entitled to rebook the same therapist or another therapist of the same price for some other time. If this option is not suitable for you, a complete refund can be issued. You can write to The Couch & Co if you face this issue, this needs to be initiated within one week of this happening.

## **9. HYPERLINKS**

- 9.1 Any information or link provided to you by any therapist does not constitute an endorsement or recommendation by The Couch & Co.
- 9.2 The Couch & Co does not endorse any content by any third-party websites.

## **10. TERMINATION**

- 10.1 The Couch & Co may terminate or suspend your access to the service at any time for any reason or for no reason at all.
- 10.2 The Couch & Co has the right to refuse to provide access to the service to any person, agency or organisation at our sole discretion. We reserve the right to change, suspend, or discontinue all or part of the service, temporarily or permanently without any prior notice.
- 10.3 We reserve the right in our sole discretion to suspend or terminate a client or experts access to the website and the services with or without notice and to exercise to the fullest extent of the law any other remedy available under the law. If you breach these terms and conditions of use.

## **11. PRIVACY**

- 11.1 The Couch & Co will attempt to find a therapist that matches your needs.

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- 11.2 You consent that The Couch & Co may record your calls to customer service to assure Quality assurance.
- 11.3 You grant The Couch & Co permission to have your therapist disclose some information, non-content based, of your progress on The Couch & Co.
- 11.4 All data collected by The Couch & Co will remain the sole property of The Couch & Co. You shall not request The Couch & Co to remove or delete any of such data.

## **12. DISPUTES**

- 12.1 Any dispute or claim relating in any way to a therapist or Services offered by The Couch & Co will be resolved by binding confidential quick arbitration rather than in court.
- 12.2 There is no Judge or jury in arbitration, and court review of an arbitration award is limited.
- 12.3 It is agreed that any dispute resolution proceedings will be conducted only on an individual basis and not in a class/ group, consolidated or representative action.

## **13. CODE OF CONDUCT**

- 13.1 The services used on this site should be used responsibly.
- 13.2 This use of services provided on the site shall in no way be unlawful, abusive or harmful to minors.
- 13.3 You may not access our networks or the information and services in a manner that damage or impair them or interfere with any other persons use.
- 13.4 You may not upload any material that contains software viruses or any other computer code, file or programmes designed to interrupt, destroy or limit the functionality of this site.
- 13.5 You may not use this site to conduct any fraudulent activity'.
- 13.6 You may not use this site to develop or assist anyone in developing a competitive product or service or for other competitive purposes.
- 13.7 You may not attempt to gain access to any information or services. Unauthorised access includes but is not limited to, using another person's login credentials to access the services or the site.

## **14. EXPERT PROFILE**

- 14.1 Every Expert who wishes to register on our site shall have a minimum qualification of a degree in the relevant field from a reputed and recognised institute along with experience in the field. Only those individuals possessing the minimum qualification shall be approved and enlisted on our site.
- 14.2 We take no responsibility for any misrepresentation by any expert of their qualifications or experience.

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## **15. SPECIFIC TERMS APPLICABLE TO EXPERTS**

- 15.1 All experts who wish to register on our site must be compliant with the requirements of their board, must have a degree that must be provided to The Couch & Co as proof of their qualification.
- 15.2 You shall not use this site in violation of any applicable laws or regulation of any country.
- 15.3 You will personally provide services on the site.
- 15.4 You hereby consent to The Couch & Co posting your profile and a picture of yourself onto our site.
- 15.5 You ensure that you have a clear criminal record.
- 15.6 In the event that you cease using the site or take leave, you shall give prior written notice.
- 15.7 You will maintain the confidentiality of every client, not breach any of your ethical or legal obligations.
- 15.8 You shall ensure that you attend all of your appointments on time and answer questions at your earliest convenience.
- 15.9 You shall keep a record of consultation session notes and video recordings and therefore agree to taking full legal responsibility for safeguarding the documents and recordings.
- 15.10 You agree that in the event that your password is lost or stolen, you will notify us immediately.
- 15.11 Should you think that a client needs medical assistance, you shall inform the client upfront as well as The Couch & Co.

## **16. INDEMNIFICATION**

- 16.1 By accepting these terms and conditions and using this site you agree that you shall defend indemnify and hold harmless the company, its directors, shareholders, officers and other representatives from and against any and all claims, costs, damages, losses liabilities and expenses (including attorney fees and costs) arising out of or in connection with your use or access of the services, violation or breach of these terms or any applicable law or regulation.

## **17. DISCLAIMER OF WARRANTIES**

- 17.1 You acknowledge and agree that the entire risk arising out of your use of the site or and/ or availing or providing any services remains solely with you.
- 17.2 We shall not under any circumstances whatsoever be a party to disputes, negotiations of disputes between clients and experts.
- 17.3 We will not be liable for the quality of the counselling sessions being given by the experts.
- 17.4 We are not liable for any negligence on the part of the experts, any inconvenience suffered by the client due to a failure on the part of the expert.

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- 17.5 We are not liable for any misconduct or inappropriate behaviour by the expert.
- 17.6 The experts on this site are neither our employees, nor agents nor representatives.
- 17.7 Registration is at the Providers sole discretion.
- 17.8 The provider will bear all the risks associated with associated with uploading and transmitting material and utilizing the site including reliance on its accuracy, reliability or legality.
- 17.9 Under no circumstances will we be held liable to any provider for any indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited to loss of business, revenue, profits, use, data or other economic advantage.
- The provider agrees to indemnify and hold us harmless in connection with any claim suit or action brought by a client in connection with provision of any services by a psychologist and any damages or expenses arising therefrom.
- 17.10 The provider will not mislead users to believe that he or she can provide a service which is outside of his field.
- 17.11 The psychologist will provide services only about and in respect of non-emergency matters. For emergency matters and issues, the provider will instruct clients to immediately contact their local emergency assistance number.
- 17.12 The provider will not prescribe any medicines.
- 17.13 Whenever appropriate the provider will recommend users to seek help by meeting a qualified professional face-to-face.
- 17.14 The provider may not use this site to perform any illegal activity or other activity which infringes our rights or the rights of others.

## **18. ACCESS AND USE**

1. We shall not be held liable for any breach of confidentiality obligations by the Expert or any third-party service providers.
2. You shall be solely responsible for procuring and maintaining your network connections.
3. You shall be solely responsible for all problems, condition delays, delivery failures and all other loss or damage arising from or relating to your network connections or caused by the internet.
4. You agree that the experts registered with our site shall determine at their sole discretion whether to provide you with services through our site.

<b>DRAFTED BY PROGRESSIVE LABOUR SOLUTIONS</b>	<b>072 743 7157/ 065 977 3981</b>
<a href="mailto:Shenaaz@plshr.co.za">Shenaaz@plshr.co.za</a>	<a href="http://www.hrpls.co.za">www.hrpls.co.za</a>

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