

WANGIE - CLIENT TERMS OF USE

1. ABOUT US, OUR PLATFORM AND THESE TERMS OF USE

- 1.1 Wangie is a platform allowing accredited therapists to offer their services to potential clients, allows clients to manage and place bookings, interact with content, and facilitates the provision of message communication between therapists and their clients. It is not intended for the provision of regulated medical advice/ services (including clinical therapy services).
- 1.2 These terms of use (**Terms**) and the documents referenced in them create a legal agreement between you and Wangie Limited (referred to as **we**, **us** or **our** in these Terms) in relation to the online platform (**Platform**) we provide. Our registered office address is 28 Sloane Gardens, London, England, SW1W 8DJ. Our company number is 12525029.
- 1.3 We use certain defined terms within these Terms, which have the meanings given to them in clause 2.
- 1.4 By accessing and/or using the Platform, you are agreeing to these Terms.
- 1.5 **Your attention is in particular drawn to:**
- (a) any clauses of these Terms which are in **bold** text;
 - (b) **the fact that, because we do not provide the Consultation Services (merely a platform by which the Consultation Services can be provided), or a detailed vetting service in respect of the Professionals providing or promoting Consultation Services on/via our Platform, we are not responsible for the provision, non-provision or wrongful provision of the Consultation Services and Supporting Content (nor for any other interaction between Professional or Customer conducted via the Platform or occurring as a result of the Platform) and we have no authority or ability to negotiate or vary the terms of any agreement or Booking entered into between you and the Professional;**
 - (c) that any claim in respect of the Consultation Services or connected to them is solely between you and the relevant Professional as noted in clause (b) above).
- 1.6 **The platform is not intended to be used in any situation where you require medical or clinical advice from a doctor or other medical professional (including clinical therapy services or psychiatry services). More importantly, if you believe that you are in an emergency, critical or life-threatening situation you should immediately dial your local emergency services number or seek alternative emergency medical services.**
- 1.7 If you are taking any medication or receiving any treatment, you should advise the Professional you are consulting with of this over the course of any Booking, where applicable, so they can assess whether the Consultation Services are appropriate for you.
- 1.8 You can access these Terms at any time at <https://www.wangie.app/terms-and-conditions>. We reserve the right to update these Terms from time to time by posting the updated version at that URL. **This version 1 of these Terms was most recently updated on 19 December 2022.** You agree that if you do not accept any amendment to our Terms then you shall immediately stop accessing and/or using the Platform. **You should read these Terms carefully before using the Platform.**
- 1.9 Every time you order or are provided with Consultation Services by means of the Platform, these Terms as they are in force at that time (and available for view on our website) will apply to the contract between you and us for provision of and/or booking and payment of/for the relevant Consultation Services you may book.
- 1.10 By using the Platform, you agree that you are a private individual at least 18 years old, or, if higher, the age of majority in the country in which you reside or from which you are accessing the Platform. If you are under 18 years old, you must not use the Platform.

2. DEFINITIONS

For ease of reference the following terms shall have the following meanings in these Terms:

Account Data means any personal data we may be able to determine connected to your account on the Platform, in the circumstances outlined in our Privacy Policy available at <https://www.wangie.app/terms-and-conditions>.

Booking means a contract for the provision of Consultation Services entered into between you and the Professional by means of the Platform.

Booking Request means a request from you made by means of the Platform, for the supply of Consultation Services, at a given time when a Professional is online and available to provide Consultation Services.

Certification Body means, where applicable, the relevant professional body keeping a register of professional therapists who meet the standards for their training, professional skills, qualifications and behaviour. For clarity, if the provision of the Consultation Services within the jurisdiction in which the Professional practices requires a particular accreditation or certification from a regulatory body, then the references to Certification Body herein shall include such regulatory body.

Charges means the agreed charges payable in respect of Consultation Services under a Booking.

Community Guidelines means our policy on acceptable use of the Platform and acceptable behaviour during the course of any Booking or other chats, which you must adhere to, and which is available at [<https://www.wangie.app/terms-and-conditions>].

Consultation Services means any remote message consultation services arranged by means of the Platform and provided by a Professional under a Booking or in chats.

Data Protection Laws means any relevant data protection laws having legal force in the UK from time to time, including the Data Protection Act 2018 and the General Data Protection Regulation (and any replacement or substitute for either).

Platform has the meaning given in clause 1.2 above.

Platform Services means the software as a service provided by our Platform, which facilitates the provision of Consultation Services by Professionals to you.

Privacy Policy means our privacy policy, as further defined in clause 1.3 above, which is available at [<https://www.wangie.app/terms-and-conditions>].

Professional means any person, company or partnership registering as provider of, and providing Consultation Services by means of the Platform and/or utilising the Platform to promote and take payment for their Consultation Services.

Professional Listing means a listing in the Platform setting out a description of the Professional.

Supporting Content means any digital content (including video, image or text files in any format) provided to you by a Professional under a Booking or within the platform.

Shared Data means the personal data comprised in any unsolicited and unrequested personal data you may share with a Professional during the course of receiving any Consultation Services.

you and **your** means you, any person who uses the Platform (other than Professionals or those using their accounts).

3. PURPOSE OF THE PLATFORM

3.1 The Wangie Platform is not a consultation service. The Platform Services simply provide a means for Professionals to advertise and deliver Consultation Services to you, and to facilitate you browsing, booking and paying for such Consultation Services from such Professionals.

3.2 The Platform is an online platform which allows:

- (a) Professionals in various countries who are accredited therapists to register on the Platform to offer their Consultation Services;**
- (b) You to place Bookings requests with Professionals for the provision of Consultation Services, and if those requests are accepted by a Professional to pay for those Consultation Services (via embedded payment functionality made available by an independent payment services provider - Professionals themselves will be required to set up an account with such provider) either on a pay per minute basis (in future) or on a fixed fee basis for pre-allocated timeslots; and**
- (c) Professionals to conduct text message consultations with you as a customer of those services (which consultation notes will be recorded by the Platform).**

3.3 No contract exists between us and the Professional, or us and you, for the fulfilment of any Consultation Services (or associated services), save as expressly set out in these Terms. All contractual arrangements for the fulfilment of any of those services are solely between you and the Professional (who delivers the Consultation Services via the Platform) and we accept no liability or responsibility for either party's failure (or otherwise) to honour any contractual or legal obligations to the other in connection with such consultations or services, or any other actions or failures of the Professional in the delivery or otherwise of Consultation Services or Supporting Content. The content of any Professional Listing on the Platform, and the provision of the Consultation Services, are entirely the responsibility of the Professional.

3.4 When you use the Platform to make a Booking for Consultation Services, it will create two legal contracts: (i) one contract between you and us, under which we provide to you the means of accessing the Consultation Services (and in future browsing, booking, and paying for the Consultation Services) by means of the Platform. That contract is made on these Terms (and incorporates any additional terms specified in your Booking confirmation email); and (ii) a further contract between you and the relevant Professional in respect of their provision to you of Consultation Services to you at the price (or price calculation mechanism) specified on the Platform in the Booking Request incorporating the relevant provisions of these Terms and/or on the Professional Listing (where applicable – e.g. around your cancellation rights).

3.5 The Platform is used by a wide range, and a large number, of Professionals. We cannot realistically check or be responsible for the work, background and qualifications of each Professional. We do not endorse or recommend any Professional, the quality of their work or the value and quality of their advice and service.

3.6 The Professionals are not our employees, agents, partners or workers. Apart from providing a facility allowing Consultation Services to be delivered remotely, and facilitating payments for and the offer of Consultation Services, and advisory about development of the service from

selected Professionals, we are not involved in and do not supervise the provision of the Consultation Services. We require our Professionals to contractually agree that to provide certain information in their Professional Listing (and in their registration documentation prior to registering on the Platform) and that such information is accurate, complete and not misleading in any way. But we do not and cannot verify the information which they provide to us. It is the Professional's responsibility to ensure that the Consultation Services as set out in the Professional Listing are available and accurately described. We have contractual terms in place with Professional requiring them to be insured and have an accreditation with a Certification Body, but we do not and cannot vet the Professionals on our Platform, or their Professional Listings. We are not therefore responsible for any inaccuracies in the Professional Listing or issues around any given Professional's qualifications, insurances, background, registrations or experience.

4. BOOKINGS

- 4.1** Professionals must be using the Platform at the time any Booking requests are made and are free to accept or reject any Booking requests you may make via the means provided on the Platform (via the means provided for on the Platform). Booking requests will be automatically rejected if the Professional has logged off prior to receiving your Booking request or not responded within a pre-defined period.
- 4.2** **You acknowledge and agree that by making a Booking Request through the Platform, payment will be pre-authorised from your electronic payment method registered on the Platform, and this will be treated as an acceptance by you of the Professional's offer to provide Consultation Services on the relevant terms specified in the Booking, Professional Listing and in these Terms, creating a binding contract under which you agree to pay for the Professional the relevant Consultation Services specified in the Booking Request. The Professional is responsible for ensuring that they are available to provide the Consultation Services on any dates specified by them on our Platform.**
- 4.3** As all Booking requests are placed and then fulfilled or rejected in real time, you waive any rights you have to a statutory 14 day cooling off or cancellation period in relation to your contract for the Consultation Services. Once the Booking is requested, you acknowledge that the Consultation Services will commence once accepted by a Professional who is online within the initial 14 days of the contract between the parties coming into existence and cannot be cancelled.
- 4.4** If you are a consumer based in the UK or EU, you will have legal rights against the Professional in relation to any Consultation Services that are not provided with reasonable skill and care, or if the Consultation Services are not as described in the Booking (including any changes to the Booking agreed between you and the Professional). Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect your statutory rights.
- 4.5** **Each Professional is accredited and has insurance cover for particular jurisdictions, and in respect of particular services. The geographic limitations will be displayed in their Professional Profile. When placing a Booking request with that Professional you agree that you located in that jurisdiction and seeking to obtain relevant Consultation Services on that basis. If you are not, bearing in mind that you will be anonymous to the Professional on the Platform, you agree to waive, release and hold harmless the Professional against any claims or demands you may have against them for negligent or wrongful provision of the Consultation Services, to the maximum extent permitted by law.**
- 4.6** It is your sole responsibility to notify the Professional – either in any online questionnaire you complete on the Platform (if applicable) (e.g. when making a Booking request) or during your Consultation Services – as to any circumstances affecting you which might affect the Professional's provision of the Consultation Services. If such circumstances arise after the Booking Request has been accepted, you must notify the Professional immediately.

5. PROVISION AND CANCELLATION OF CONSULTATION SERVICES

- 5.1** **You may not place a Booking request for any Consultation Services without confirming your clear, informed, explicit consent to the conducting of remote Consultation Services in place of an in-person consultation. However, you accept and acknowledge that we cannot guarantee that remote Consultation Services will be suitable for your specific health or wellness issue.**
- 5.2** **In the event that the Professional considers that the provision of remote Consultation Services, or therapy services in general, may be unsuitable / insufficient in light of your reported health or wellness issue, the Professional may advise you that a physical in-person consultation should be arranged with either the Professional or another health or wellness professional.**
- 5.3** We also require all Professionals to contractually agree not to provide Consultation Services where you present a condition or issues which are outside their expertise or the platform purposes, or where you lack the mental capacity to consent to receiving the Consultation Services.

- 5.4 **One rationale behind the Platform is giving you the comfort that the Professional providing you with Consultation Services does not know your name, and you are able to communicate (as between you both) anonymously. With that in mind, please do not share any personal data relating to yourself or third parties with the Professional during the course of any Booking. If you wish to use names to refer to yourself or third parties, please use pseudonyms. However, if you do share personal data unsolicited, for the purposes of Data Protection Laws, the Professional and Wangie are each separate data controllers of any personal data comprising in such Supporting Content. Wangie is the data controller of any Account Data in the circumstances described in its privacy policy.**
- 5.5 No Booking may be cancelled during the pre-paid duration of the Booking. You are entitled to cease communicating during a Booking at any time, but any amounts paid in advance for that Booking will not be refunded. Professionals may not end a Booking during the currency of any pre-paid Booking except where, acting reasonably and in good faith, they believe you to have breached the Client Terms in some material way (for example, by sending offensive or insulting messages). The Professional is under no obligation to continue any Booking beyond any pre-paid duration paid for by you. Whether or not they wish to end any Booking beyond that period is solely at the discretion of the Professional.
- 5.6 If a Booking has been accepted by the Professional, and they are unable, having used best endeavours, to honour the Booking, for example in cases of illness or emergencies, they must immediately notify you, and if we still hold your money we will arrange to refund you for such Bookings (less any applicable deductions) in such circumstances (as noted below). **In such cases, we cannot guarantee you will be able to re-book the session with the Professional.**
6. **PAYING FOR CONSULTATION SERVICES**
- 6.1 The fees charged for Consultation Services are set by Professionals and not us and may change from time to time.
- 6.2 **Where you have placed a Booking for Consultation Services on our Platform, unless that Booking is cancelled on the permitted terms specified by the Professional, payment will be automatically taken by the Professional on payment for the Consultation Services, and your payment obligation to the Professional in respect of the Consultation Services will at that point be discharged.**
- 6.3 All payments will be taken by means of an independent payment service provider acting on behalf of the Professional (and with whom the Professional will have an account). By making a Booking you agree to the Professional authorising or reserving a charge on your payment card or other payment method for the charges agreed in respect of any Booking, and the payment processing charge imposed by the Professional's payment service provider, for collection of the Charges immediately on completion of the Consultation Services (subject to permitted cancellation as noted above). By using the Platform, you are required to, and deemed to have, accepted the relevant Payment Service Provider terms as they may apply from time to time to such payments.
- 6.4 Please note that all money will be paid directly to the linked account of the relevant Professional on a weekly basis and, beyond that point, we do not have access to or control over your money. Any claim by you for a refund should be taken up directly with the relevant Professional, save that where the Platform becomes unavailable during any Booking (or the Professional fails to deliver the Consultation Services you have pre-paid for, for any reason other than you having breached these Client Terms), and the Professional has not yet been paid for those services, you may contact us at support@wangie.app to request a refund. Any such refund will be less any applicable payment processing provider charges.
- 6.5 You must keep your payment or billing information up to date through your account on the Platform.
7. **USE OF THE PLATFORM**
- 7.1 Whilst you are in compliance with these Terms (including our Community Guidelines), we grant you a non-exclusive, non-transferable, personal, revocable limited licence to access and use the Platform for your own personal private use in connection with searching for, paying for, and receiving the benefit of Consultation Services from relevant Professionals only, provided that such use is in accordance with these Terms. You agree not to use the Platform, or any content of our website, for anything else.
- 7.2 We have the right to suspend, withdraw or modify the Platform (in whole or in part) without liability to you at any time, including in the following circumstances: for technical reasons (such as maintenance, or technical difficulties experienced by us or on the internet); to allow us to improve the usability of functionality of the Platform; where we have legal reasons for doing so (including privacy or other legal objections to the content or functionality of the Platform); or because it is no longer economically viable or efficient to provide the Platform. If the Platform is unavailable for any Booking you have placed with a Professional, the Professional shall be responsible for ensuring that they are able to deliver the Consultation Services to you, and where they fail to do so, your claim shall be

against them only.

- 7.3** You shall not: (a) other than as permitted by law, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or its documentation (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; (b) access all or any part of the Platform Services in order to build a product or service which competes with the Platform Services; (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform Services available to any third party; (d) attempt to obtain, or assist third parties in obtaining, access to the Platform Services, other than to lawfully book, pay for and receive Consultation Services in accordance with the Agreement; (e) interfere with or disrupt the integrity or performance of the Platform Services or third party data contained therein; or (f) attempt to gain unauthorised access to the Platform Services or their related systems or networks, including with a view to making alterations to, or modifications of, the whole or any part of the Platform, or permitting the Platform or any part of it to be combined with, or become incorporated in, any other programs.

8. ACCOUNTS

- 8.1** If you set up a user account with us, you agree that you shall take all steps necessary to protect your log in details and keep them confidential. You agree that you shall not give your log in details to anyone else or allow anyone else to use your log in details or account.
- 8.2** If you fail to keep your login details confidential, or if you deliberately or unintentionally share your login details or account with someone else, you accept full responsibility for the consequences of this and agree to fully compensate us for any losses or harm that may result.
- 8.3** We will not be responsible to you for any loss that you suffer as a result of an unauthorised person accessing your account and using the Platform and we accept no responsibility for any losses or harm resulting from its unauthorised use, whether fraudulently or otherwise.
- 8.4** If you notice an unauthorised use or breach of your user account, you must notify us immediately at support@wangie.app.

9. DISCLAIMER – IMPORTANT – PLEASE READ CAREFULLY

- 9.1** We have no control over Consultation Services or Professional Listings, and give no warranty regarding the Platform, or its operation. Further you acknowledge that Consultation Services are not provided or supervised by us or on our behalf.
- 9.2** To the utmost extent permitted by law, under no circumstances will we be liable in any way for any Consultation Services, including any errors or omissions in the Consultation Services, or any losses or harm of any kind resulting from the Professional's provision of (or failure to provide) the Consultation Services.
- 9.3** Any opinions, advice, statements, services, offers, or other information or content expressed or made available by Professionals, including in any Professional Listing, are those of the Professional and not our own. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made either on the Platform or otherwise, by anyone other than our authorised employee spokespersons acting in their official capacities.
- 9.4** The Platform is provided “as is” and without warranty of any kind. In particular, we cannot promise that the Platform will always be provided uninterrupted or error-free. You acknowledge that we do not guarantee that the Platform will always work properly. We do not guarantee that the information provided through the Platform is accurate, reliable or correct; that any defects or errors will be corrected; that the Platform will be available at any particular time or location; or that the Platform is free of viruses or other harmful components. We will not be responsible for any risk of loss resulting from your downloading or using files, information, data or other material obtained from the Platform.
- 9.5** We shall use reasonable endeavours to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of the Platform and data stored thereon. However, you understand and acknowledge that use of the Platform Services necessarily involves transmission of data over networks that are not owned, operated or controlled by us, and that we cannot be held responsible for any the Professional Data lost, altered, intercepted or stored across such networks. We do not guarantee that its security procedures will be error-free, that transmissions of the Professional Data will always be secure or that unauthorised third parties will never be able to defeat our security measures or those of our third party service providers.

10. YOUR CONDUCT – IMPORTANT – PLEASE READ CAREFULLY

- 10.1** You must comply with all laws applicable in the UK and the country from which you are accessing the Platform Services. If any laws applicable to you restrict or prohibit you from using the Platform, you must comply with those legal restrictions or, if applicable, stop accessing and/or using the Platform.

- 10.2** You warrant that you will not transmit any material in the course of receiving the Consultation Services or using the Platform which are: (a) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitate illegal activity; (c) depict sexually explicit images; (d) promote unlawful violence; (e) are discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; (f) cause damage or injury to any person or property; (g) in breach of our Community Guidelines ; (i) infringe any third party's copyright, trade mark, or other intellectual property rights; (j) infringe any third party's rights of publicity or privacy; or (k) contain any viruses or other malware or harmful content.
- 10.3** If the Professional considers that you have acted in a way towards him/her that would constitute a crime, or have disclosed that you have committed a crime that the Professional is under a legal duty to report, you should note that they may report such a crime, and as noted in our Privacy Policy, if we are subject to any compelled disclosure order from a regulatory authority or court of competent jurisdiction we will comply with such order (including by disclosing your identity from your Account Data).
- 11. YOUR BREACH**
- 11.1** We reserve the right to suspend or terminate your access to the Platform (including by deleting your account) at any time. We will normally do so if we reasonably believe that you are in breach of these Terms.
- 11.2** You agree to compensate us, according to law, for all losses, harm, claims and expenses that may arise from any breach of these Terms by you.
- 12. LIMITATION OF LIABILITY – IMPORTANT – PLEASE READ CAREFULLY**
- 12.1** We accept liability for death or personal injury resulting from our negligence or that of our employees or agents (which does not include any Professional), and for losses or harm caused by fraud by us or our agents, or any other liability which it would be unlawful for us to exclude or restrict liability.
- 12.2** We are not responsible for: (i) any losses in relation to your receiving or not receiving access to the Platform; (ii) any losses in relation to your receiving or not receiving any Consultation Services; (iii) any losses arising due to a breach of our obligations which arises due to circumstances outside our reasonable control; (iv) losses or harm not caused by our breach of these Terms or our negligence; or (v) losses or harm which are not reasonably foreseeable by you and us at the time of you agreeing to these Terms including those losses which happen as a side effect of foreseeable losses; or (vi) technical failures or the lack of availability of the Platform.
- 12.3** To the utmost extent permitted by law, our liability in respect of any losses arising under or in connection with any Booking and the subject matter of the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the fees actually paid to us by you by way of our commission on payments for the Consultation Services in the preceding 12 months prior to the date any relevant claim or cause of action first arose.
- 12.4** We only supply the Platform for your own individual domestic and private use as a consumer of the Consultation Services. You agree not to use the Platform in the course of any business, or for any commercial, business or re-sale purpose. We therefore have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13. INDEMNITY AND RELEASE – IMPORTANT – PLEASE READ CAREFULLY**
- You agree to keep us indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, ex gratia payments, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us as a result of or in connection with your breach of this Agreement, relevant law, or wrongful acts or omissions, and from any claim or dispute arising between you and any Professional in connection with the Consultation Services, of any nature.
- 14. INTELLECTUAL PROPERTY**
- 14.1** You acknowledge that all copyright, trade marks (including 'Wangie'® and the Wangie logo), and other intellectual property rights in and relating to the Platform are owned by us or licensed to us by third parties. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 14.2** You hereby grant us a perpetual, royalty-free, irrevocable, worldwide, transferable and sub-licensable licence in and to the content of any chat log recorded on our Platform in connection with the Consultation Services, for us to reproduce same as we see fit, without restriction (other than any

- restrictions imposed by law).
- 14.3** You must not copy, distribute, make available to the public or create any derivative work from the Platform or any part of the Platform, including any group conversations or communications with your Professional, unless we have first agreed to this in writing. You must not use any of our trade marks (registered or unregistered, including the word Wangie® and the Wangie logo), or other intellectual property rights in and relating to the Platform without our prior written consent.
- 14.4** If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.
- 15. LEGAL NOTICES**
- 15.1** If you have any complaints or objections of a legal nature to material or content (including Professional Listings) provided by means of our site, including if you believe that material or content on our site is defamatory or infringes your intellectual property rights (including copyright or trade mark rights), please contact us immediately with a statement by email to support@wangie.app. Your email statement must at a minimum contain the following details: the exact individual content you are complaining about; the way in which the content infringes your rights or is defamatory; your name and street address; a declaration that your statement is true and acknowledgement that it may be used in any subsequent court proceedings relating to your complaint.
- 15.2** These requests should only be submitted by you or someone who is authorised to act on your behalf.
- 16. PRIVACY**
- 16.1** We are registered as a fee-paying body with the Information Commissioners Office as a data controller in the United Kingdom.
- 16.2** We will only collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these Terms. By using the Platform, you give your consent to us collecting, processing, using and sharing your personal data in this way. If you do not agree to our Privacy Policy, you should not access and/or use the Platform.
- 16.3** We may use any feedback or comments you make in respect of the Platform or any Professional in our marketing material (including on the Platform, our other websites, and our social media channels). If at any time you would like us to cease any further use of your feedback or comments, please contact us at hello@wangie.app.
- 17. LINKS AND THIRD PARTY PLATFORMS**
- 17.1** We may link to third party products or services from the Platform, including to Professionals' websites and social media websites. You understand that we make no promises regarding any content, goods or services provided by such Professionals or other third parties. We are also not responsible to you in relation to any losses or harm caused by such third parties. You understand that when you provide data to such third parties you are providing it in accordance with their privacy policy (if any) and our own privacy policy does not apply in relation to that data.
- 17.2** You may agree to communicate with your Professional via alternative methods such as video-conference calls, telephone calls, or email. If you do so, such communication occurs outside the Platform and does not form part of the Platform Services, although you agree to adhere to the spirit of this Agreement when so communicating.
- 17.3** You may use standalone third party applications when accessing the Platform Services, for example where the Platform Services uses third party applications to authenticate your account on the Platform, or third party payment platforms. While the Agreement represents our agreement with you, other parties' terms govern their relationships. Whilst we take no responsibility for your adherence to such terms or the actions taken by such third-parties, you agree you will adhere to such terms when using the Platform Services, and will not hold us responsible for any interactions with such third parties or their services, sites or terms, including for wrongful or negligent acts or omissions, or breaches of contract.
- 17.4** We do not control the content, messages or information found in or on or accessible through, or pulled into the Platform Services via, any third party software, individuals, sites or services accessible through or integrated with the Platform Services. We disclaim and will have no liability regarding such software, sites or services and any actions resulting from your use of the same. Such sites or services' availability does not mean we endorse, support or warrant such sites or services.
- 17.5** We shall not be responsible for any issues with performance of any third party applications, and their integration within and functioning through the Platform Services at all times is outside our control and is not guaranteed. The third party integrations supported by the Platform Services may change from time to time, and you must always have a valid third party account or subscription for any such applications and pay all relevant fees for same (which are not included as part of the Platform Services).

18. GENERAL

- 18.1** We may wish to transfer all or a part of our rights or responsibilities under these Terms to someone else without obtaining your consent. You agree that we may do so provided that the transfer does not significantly disadvantage you. You may not transfer any of the rights we give you under these Terms unless we first agree to this in writing.
- 18.2** These Terms and the further terms or documents referenced in them set out the entire agreement between you and us concerning the Platform and they replace all earlier agreements and understandings between you and us.
- 18.3** If any part of these Terms is held to be invalid or unenforceable under any applicable local laws or by the applicable court, that part shall be interpreted in a manner consistent with applicable law to reflect as nearly as possible our original intentions and the remainder of these Terms shall remain valid and enforceable.
- 18.4** Our failure to exercise or enforce any of our rights under these Terms does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.
- 18.5** We are not liable if it is prevented from or delayed in performing our obligations by acts, events, omissions or accidents beyond our reasonable control, for example failure of a utility service or transport or telecommunications network, act of God, malicious damage, compliance with any law or governmental order, rule, regulation or direction, or default or failure of our sub-contractors or sub-processors (or the third party systems or platforms with which the Platform interacts).
- 18.6** We will send all notices and other communications regarding the Agreement to you at the e-mail address provided on registering, or by means available in the Platform.

19. COMPLAINTS ABOUT THE PLATFORM OR PROFESSIONALS

- 19.1** If you have any concerns regarding the Platform itself (rather than any Consultation Services or Professional) we hope we can resolve these quickly if you contact us at support@wangie.app.
- 19.2** **We care about your experience with Professionals using our Platform and want to ensure they maintain the highest standards possible. If you are unhappy with any Consultation Services, you should speak to the Professional to try and resolve the issue. We would like to be kept informed of any material or repeated issues or disputes.**
- 19.3** **If you consider that any Professional has acted in an inappropriate way towards you, including in a manner you feel to be offensive, violent or sexually inappropriate, you should immediately make a report to the appropriate authorities and we would request that you then contact us at support@wangie.app quoting the police incident report number, date(s) and time(s) of any the alleged behaviour / the Bookings at which they took place and the identity of the Professional in question (where applicable and you are lawfully permitted to provide same). Your report may cause us to investigate such behaviour and/or bar an individual Professional from the Platform, but we shall not be obliged to take action beyond that which is required by law and will not be obliged to incur any additional liability or expense in doing so.**
- 19.4** **You acknowledge that we are not responsible to you for the consultation services which the professionals provide and are under no obligation to provide you with a refund or credit note in the event you are dissatisfied with the consultation services.**
- 19.5** In the unlikely event that legal action becomes necessary either by us or by you, these Terms shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the English courts.

20. QUESTIONS ABOUT THESE TERMS

- 20.1** If you have any questions about these Terms or the Platform, you may contact us by email at hello@wangie.app.