



## HEADROOM ACCEPTABLE USE POLICY

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## 1. General Notice

Headroom is the trade name of [www.headroom.co.za](http://www.headroom.co.za), an online market place owned, developed and operated by Danubia HI (Pty) Ltd (Reg. no. 2017/078392/07), incorporated in the Republic of South Africa, with its registered office at 6 Lemon Lane, Newlands, Cape Town, 7725, South Africa.

Thank you for reading Headroom's Acceptable Use Policy (AUP). By accessing this website as either a Professional or a User, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules or policies which are displayed to you in connection with this service/website.

The purpose of this AUP is to comply with the relevant laws of the Republic of South Africa and the rules and guidelines of the relevant psychosocial support professions; to specify to Users of our service/website what activities and online behaviour are considered an unacceptable use of the service/website; to protect the integrity of our network and to specify the consequences that may flow from undertaking such prohibited activities.

This document contains a number of legal obligations, which you are presumed to be familiar with. As such, we encourage you to read this document thoroughly and direct any queries to our User services at [admin@headroom.co.za](mailto:admin@headroom.co.za) or tel. no. +27 87 195 1126. We regret that if there are any points below that you do not accept, your only recourse is not to use our website.

**Headroom** respects the rights of the Users of our services to freedom of speech and expression; access to information; privacy; human dignity; religion, belief and opinion in accordance with the South African constitution. We undertake not to interfere with any of those rights unless required to do so by law; or unless those rights are exercised for unlawful purposes; or unless the exercise of those rights threatens to cause harm to another person or affect the integrity of our network.

### 1. Definitions

“Professional” means a person registered as such on Headroom and authorised by Headroom to offer therapy, counselling or coaching services to Users, for free or for sale on Headroom. Only Professionals duly registered and authorised to practice with the relevant Professional Body/ies are admissible to offer their Professional Services via Headroom.



“Professional Body”	Includes: <ul style="list-style-type: none"> <li>• Health Professions Council of South Africa (HPCSA)</li> <li>• South African Council for Social Services Professions (SACSSP)</li> <li>• Association of Supportive Counsellors and Holistic Practitioners (ASCHP)</li> </ul>
“Headroom”	means any website of ours and includes all web pages controlled by us.
“User”	means any person who uses or visits the website for any purpose, including a Professional.

## 2. Ethics and Code of Conduct

**Headroom** is voluntarily following the official Ethics guidelines and the Code of Conduct of the Health Professions Council of South Africa (HPCSA) which can be viewed at <https://isystems.hpcsa.co.za/Conduct/Ethics>.

Headroom provides market access, administration and related services to registered Professionals and/or professional practices in terms of a service level agreement negotiated on an arms-length basis and in terms of which a market related fee is payable by the Professional or practice to Headroom for the services rendered.

### 2.1. *Headroom will ensure that:*

2.1.1. It complies with ethical rules and policies of HPCSA as far as they relate to it as a service provider to registered Professionals and professional practices.

### 2.2. *Professionals must:*

2.2.1. At all times act in the best interest of the client or patient and place the needs of the client or patient paramount. To this end, a mental health care professional should always try to avoid potential conflict of interests and maintain professional autonomy, independence and commitment to the appropriate professional and ethical norms. Any conflict of interests or incentive or form of inducement which threatens such autonomy, independence or commitment



to the appropriate professional and ethical norms, or which does not accord first priority to the clinical need of a patient, is unacceptable.

2.2.2. take full responsibility for their compliance with the ethical rules and policies of the Professional Bodies to which they belong;

2.2.3. not hide behind Headroom's corporate veil but take individual responsibility for all business transactions and operations of their businesses;

2.2.4. not enter into arrangements that would violate ethical rules.

### **3. Unlawful Use**

3.1.1. Headroom's services/website may only be used for lawful purposes and activities. We prohibit any use of our website/network including the transmission, storage and distribution of any material or content using our network that violates any law or regulation of the Republic of South Africa. This includes: Any violation of local and international laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.

3.1.2. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in the Republic of South Africa or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.

3.1.3. Any violation of Intellectual Property laws including materials protected by local and international copyright, trademarks and trade secrets. Moreover, Headroom cannot be held liable if you make any unlawful use of any multimedia content accessed through the search facility provided by Headroom's network, or otherwise available through access to our network, whether for commercial or non-commercial purposes.

3.1.4. Any violation of the individual's right to privacy, including any effort to collect personal data of third parties without their consent.

3.1.5. Any fraudulent activity whatsoever, including dubious financial practices, such as pyramid schemes; the impersonation of another subscriber without their consent; or any attempt to enter into a transaction with Headroom on behalf of another subscriber without their consent.



3.1.6. Any violation of the exchange control laws of the Republic of South Africa.

3.1.7. Any activity that results in the sale, transmission or distribution of pirated or illegal software.

3.1.8. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal.

Where any User resides outside of the Republic of South Africa, permanently or temporarily, such User will be subject to the laws of the country in which s/he is currently resident and which apply. On presentation of a legal order to do so, or under obligation through an order for mutual foreign legal assistance, **Headroom** will assist foreign law enforcement agencies (LEA) in the investigation and prosecution of a crime committed using **Headroom's** resources, including the provisioning of all personal identifiable data.

#### **4. Prohibited Activities**

The following sections outline activities that are considered an unacceptable use of Headroom's services/network/website and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

##### **4.1. Threats to Network, Content or Data Security**

Any activity, which threatens the functioning, security and/or integrity of Headroom's network/content/data is unacceptable. This includes:

4.1.1. Any efforts to attempt to gain unlawful and unauthorised access to the network/content/data or circumvent any of the security measures established by Headroom for this goal;

4.1.2. Any effort to use Headroom's equipment to circumvent the User authentication or security of any host, network/content/data or account ("cracking" or "hacking");

4.1.3. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;

4.1.4. Any effort to breach or attempt to breach the security of another User or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;



4.1.5. Any activity which threatens to disrupt the service offered by Headroom through “denial of service attacks”; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of others' networks;

4.1.6. Any activity which in any way threatens the security of the network/content/data by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.

4.1.7. Any unauthorised monitoring of data or traffic on the network without **Headroom's** explicit, written consent.

4.1.8. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.

#### 4.2. **Connectivity**

You will not use any Service, directly or indirectly, in a way that: spreads viruses or other computer or communications or equipment; interferes with any third party's use of the Service; transmits unsolicited bulk messages; in **Headroom's** sole discretion constitutes abuse of the Service or of **Headroom's** systems.

You may not restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet or the Services, or create an unusually large burden on our services to impede others' ability to send or retrieve information, or use any Services in an abusive manner.

We reserve the right to establish policies, rules and limitations, from time to time, concerning the use of the any Service. Failure to comply with these rules will result in your service being restricted, suspended or terminated, in our sole discretion.

We reserve the right to manage our network/content/data or take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.

We reserve the right to amend or discontinue any promotional packages at our discretion.

We do not make any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any Service.



We are committed to provide you with an uninterrupted Service. However, we cannot guarantee that any service and the allocated Professional will always be available.

If any Service is used in a way that we, in our sole discretion, believe violates this Acceptable Use Policy or any of our rules or limitations, we may take any responsive actions we deem appropriate. Such actions may include without limitation, temporary or permanent removal of content, cancellation of booked sessions, filtering of Internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the Services or your account.

#### **4.3. *Public Space and Third-Party Content and sites***

In reading this AUP or in signing a service contract with **Headroom**, you acknowledge that **Headroom** has no power to control the content of the information passing over the Internet and its applications, including e-mail; video conferences, chatrooms; news groups; or other similar fora, and that **Headroom** cannot be held responsible or liable, directly or indirectly, for any of the abovementioned content, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

Our services may offer access to numerous third-party webpages. You acknowledge that we exercise absolutely no control over such third-party content, or sites and in such cases, our network is merely a conduit or means of access and transmission. This includes, but is not limited to, third party content contained on or accessible through the **Headroom** network websites and web pages or sites displayed as search results or contained within a directory of links on the **Headroom** network. It remains your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you.

Access to public Internet spaces, such as bulletin boards, Usenet groups, chat rooms and moderated forums is entirely voluntary and at your own risk.

**Headroom** employees do not moderate any of these services, or your communications, transmissions or use of these services. We do not undertake any responsibility for any content contained therein, or for any breaches of your right to privacy that you may experience as a result of accessing such spaces.

#### **4.4. *Unsolicited, Spam and Junk mail***



Spam and unsolicited bulk mail are highly problematic practices. They affect the use and enjoyment of services by others and often compromise network security. **Headroom** will take swift and firm action against any User engaging in any of the following unacceptable practices:

- 4.4.1. Sending unsolicited bulk mail for marketing or any other purposes (political, religious or commercial) to people who have not consented to receiving such mail;
- 4.4.2. Operating or maintaining mailing lists without the express permission of all recipients listed;
- 4.4.3. Failing to promptly remove from lists invalid or undeliverable addresses or addresses of unwilling recipients;
- 4.4.4. Using **Headroom's** service to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services, that violate this AUP or the AUP of any other Internet service provider;
- 4.4.5. Including **Headroom's** name in the header or by listing an IP address that belongs to **Headroom** in any unsolicited email sent through **Headroom's** network or not;
- 4.4.6. Failure to secure a User's mail server against public relay as a protection to themselves and the broader Internet community. Public relay occurs when a mail server is accessed by a third party from another domain and utilised to deliver mails, without the authority or consent of the owner of the mail-server. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

**Headroom** reserves the right to examine Users' mail servers to confirm that no mails are being sent from the mail server through public relay and the results of such checks can be made available to the User. **Headroom** also reserves the right to examine the mail servers of any Users using **Headroom's** mail servers for "smart hosting" (when the User relays its mail via a **Headroom** mail server to a mail server of its own) or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with **Headroom's** privacy policy.

#### 4.5. ***Spam/virus Filtering***

**Headroom** may provide a spam and virus filtering system to protect Users from unsolicited mail and viruses. The User acknowledges that this system might incorrectly identify a valid message as spam or as a virus and consequently this message might not be delivered to the User. The User acknowledges



and agrees that **Headroom** shall without limitation have no responsibility for, or liability in respect of any data lost as a result of this system.

#### **4.6. Protection of Minors and Pornography**

**Headroom** prohibits Users from using **Headroom's** service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, distributing or transmitting material that is unlawful, including child pornography.

**Headroom** prohibits Users from using **Headroom's** service to host sexually explicit or pornographic material of any nature.

Upon receipt of a complaint, or having become aware of an incident:

4.6.1. In the case of Users, we will warn the User, suspend the User account and/ or revoke or cancel the User's Service access privileges completely;

4.6.2. In the case of abuse emanating from a third party, inform the third party's network administrator of the incident and request the network administrator or network owner to address the incident in terms of this AUP and/or the applicable Code of Conduct. In severe cases suspend access of the third party's entire network until abuse can be prevented by appropriate means administrative costs as well as for machine and human time lost due to the incident;

4.6.3. Assist other networks or website administrators in investigating credible suspicions of any activity listed in these Terms and Conditions;

4.6.4. Institute civil or criminal proceedings;

4.6.5. Share information concerning the incident with other parties, publish the information, and/or make available the Users' details to law enforcement agencies;

4.6.6. Suspend or terminate the service as provided for in this agreement.

4.6.7. This policy applies to and will be enforced for intended and unintended (e.g., viruses, worms, malicious code, or otherwise unknown causes) prohibited usage.

#### **4.7. Privacy and Confidentiality**



**Headroom** respects the privacy and confidentiality of our Users and Users of our service. Please review our Privacy Policy which details how we collect and use personal information gathered in the course of operating this service.

#### 4.8. *User Responsibilities*

Users are responsible for any misuse of Headroom's services that occurs through the User's account. It is the User's responsibility to ensure that unauthorised persons do not gain access to or misuse **Headroom's** service.

**Headroom** urges Users not to reply to unsolicited mail or "spam", not to click on any suggested links provided in the unsolicited mail. Doing so remains the sole responsibility of the User and **Headroom** cannot be held liable for the User being placed on any bulk mailing lists as a result.

Where the User has authorised a minor to use any of the **Headroom's** services or access its websites, you accept that as the parent/legal guardian of that minor, you are fully responsible for: the online conduct of such minor; controlling the minor's access to and use of any services or websites; and the consequences of any misuse by the minor, including but not limited to transactions entered into by the minor using such access.

Headroom cannot be held liable for any business dealings you have with any third parties on the Internet, including any vendors, or advertisers found on, or through, the **Headroom** network. Further, **Headroom** assumes no responsibility whatsoever for any charges you or any User of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable customs and exchange control laws in connection with any such transactions shall be the User's.

#### 4.9. *Complaints and procedures*

It is the User's responsibility to familiarise himself or herself with the procedure set out below and report any cases of violation of this AUP to **Headroom's** complaints department, which can be reached on [admin@headroom.co.za](mailto:admin@headroom.co.za).

Please note that **Headroom** cannot handle complaints concerning networks or Users that do not have service contracts with us or our affiliates or are outside of our control.



In order for **Headroom** to thoroughly investigate the complaint and take appropriate action, all complaints must be in writing, via e-mail and contain as much information as possible, including, but not limited to:

- the origin of abuse or offence, including the website, full mail headers, relevant logfile extracts etc;
- any contact details for the source of the complaint;
- a brief explanation why the incident is considered to be an offence.

**Headroom** discourages anonymous complaints being made via this service and urges complainants to supply their name and contact details to us. Such information will not be released, except where required by law enforcement. Anonymous complaints will however be acted upon as long as sufficient detail as outlined above is supplied.

#### 4.10. *Action following breach of the AUP*

Upon receipt of a complaint, or having become aware of an incident, **Headroom** may take any of the following steps:

- 4.10.1. In the case of a Professional, inform the Professional of the incident and request him/her to address the incident in terms of this AUP and the rules of the Professional Body to which the Professional belongs;
- 4.10.2. In the case of a User, inform the User of the incident and request him/her to address the incident in terms of this AUP and/or the other applicable policies of Headroom;
- 4.10.3. In severe cases suspend access of the User's entire account until abuse can be prevented by appropriate means;
- 4.10.4. In the case of individual Users, warn the User; suspend the User's account and/or revoke or cancel the User's network access privileges completely;
- 4.10.5. In all cases, charge the offending parties for administrative costs as well as for machine and human time lost due to the incident;
- 4.10.6. Assist other networks in investigating credible suspicions of any activity listed in this AUP;
- 4.10.7. Institute civil or criminal proceedings;



4.10.8. Share information concerning the incident with other Users, or publish the information, and/or make available the Users' details to law enforcement agencies, as appropriate in the circumstances.

#### 4.11. *Reservation and Non-Waiver of Rights*

**Headroom** reserves the right to amend or alter this policy at any time, and without notice to you.

**Headroom** reserves the right to take action against any individuals, companies or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing our services, to the fullest extent of the law.

**Headroom** reserves the right, at its sole discretion, to act against other types of abuse not listed in this document and to investigate or prevent illegal activities being committed over our network.

**Headroom** reserves the right to monitor User and network traffic for site security purposes and prevent any unauthorised attempts to tamper with our site or cause damage to our property.

**Headroom** reserves the right to suspend, revoke or cancel **Headroom's** services to the User if the safety and integrity of **Headroom's** resources are placed at risk in continuing to provide service to the User.

**Headroom** reserves the right to remove any information or materials in whole or in part, that, in **Headroom's** sole discretion, is deemed to be offensive, indecent, or otherwise objectionable.

**Headroom** does not undertake to guarantee the security of any data passing through its networks.

**Headroom** uses internationally recognised HIPAA-compliant software and although **Headroom** will provide a "best effort" service at all times, it is the responsibility of the communicating parties to appropriately safeguard sensitive data. **Headroom** cannot be held liable for any loss or damage arising as result of the failure to do so.

**Headroom** does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should **Headroom** fail, neglect or elect not to enforce a breach of the AUP at any time.

## 5. **Amendments of Information**

The Headroom owner, Danubia HI (Pty) Ltd reserves the right to amend this AUP at any time.



This AUP forms part of the Terms and Conditions of use of this web site. If you do not agree with this AUP, then you may not use Headroom.

While the Headroom owner will attempt to flag changes to this AUP as and when implemented, Headroom Users always remain responsible for ensuring that they are aware of the current terms of this AUP whenever accessing Headroom.

## **6. Policy information**

Original Issued: 2020\_05\_04

Frequency of Review: Annually

Responsible Officer: Chief Financial Officer

Headroom Acceptable Use Policy Version 1\_2020\_09\_22

## **7. Contacts**

Please direct any questions, suggestions or specific requests to email: [admin@headroom.co.za](mailto:admin@headroom.co.za).

Physical Address:

Danubia HI (Pty) Ltd, 6 Lemon Lane, Newlands, Cape Town, 7725

Telephone: (+27) 87 195 1126

