



HEADROOM CLIENT TERMS AND CONDITIONS

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1. Purpose

Headroom is the trade name of 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.

These terms and conditions are the contract between you ("Client") and Danubia HI (Pty) Ltd ("Headroom", "us", "we", etc). By using www.headroom.co.za, you agree to be bound by it.

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 Client services at 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.

If you are under 18 years of age and not legally able to enter into a binding contract, please ask someone who is to transact on Headroom on your behalf.

2. Definitions

"Client" means any person who has registered on the Headroom website as a Client, for the purposes of receiving Headroom's Services, whether for a consideration or for free. A User of Headroom's website who merely visits and browses the Headroom website is not a Client as envisaged in this agreement.

"Content" means the textual, visual or audio content that is encountered as part of your experience on Headroom. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Headroom, and the phrases "Posted" and "Posting" shall be interpreted accordingly;



“Service” means all of the services offered for sale through Headroom by a Professional.

“Professional” means a Professional or organisation who has placed details on Headroom of a Professional Service offered for sale or free of charge through Headroom. Only Professionals duly registered and authorised to practice with the relevant Professional Body/ies are admissible to offer their Professional Services via Headroom.

Includes:

- Health Professions Council of South Africa (HPCSA)
- South African Council for Social Services Professions (SACSSP)
- Association of Supportive Counsellors and Holistic Practitioners (ASCHP)

“Headroom” means the website www.headroom.co.za

“User” means any person other than you who uses or visits the website for any purpose.

“Therapy” means any form of psychosocial support permissible by the Professional Bodies under which the Professionals authorised to offer their services on Headroom are registered. For the purposes of this document this term is understood to include services generally referred to by the Professional Bodies as Therapy, counselling and coaching.

“you” “yours” etc. means you, the party to this agreement.

3. Our contract

3.1. Headroom is neither a buyer nor a provider of Services offered for sale. We are neither a principal nor agent in a buying transaction.



- 3.2. Headroom is a marketplace. We are agents of a Professional only to the extent of use of Headroom as a platform for sale of his Service and for collection and forwarding of your money.
- 3.3. We welcome any comment or complaint about a Professional, which you make through Headroom. We may act upon a complaint in our discretion, for the benefit of the body of Headroom members.
- 3.4. We are not responsible for supply of any Service you order or for the cancellation and refund procedure should you decide to cancel a Service for any reason within 24 hours of the Service starting time.
- 3.5. We are not responsible to you further than to take your money and pass it to the Professional.
- 3.6. These terms and conditions regulate the business relationship between you and us. By using Headroom, you agree to be bound by them.
- 3.7. We provide a market place for the supply of Services. We are in no way responsible for:
 - 3.7.1 your locating and ordering a Service;
 - 3.7.2 your choice of a Service;
 - 3.7.3 any aspect of the provision of the Service;
 - 3.7.4 any complaint about any Service.
- 3.8. In any dispute with a Professional, you should deal only with the Professional. We have neither legal obligation nor detailed information about the Services.
- 3.9. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Headroom at the time that the contract was made.

4. Your account and personal information

- 4.1. When you visit Headroom, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe



that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

- 4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

5. The buying procedure

- 5.1. Unless it is clear to the contrary, you may assume that every sale is made by the Professional in the course of his or her business.
- 5.2. Prices listed on Headroom by Professionals are inclusive of any applicable tax.
- 5.3. Services may be offered for sale subject to any discount or promotion arranged between Headroom and the Professional.
- 5.4. Subject to discounts and promotions, Services are offered for sale at a fixed price.
- 5.5. Services will be provided at the times specified in the website.
- 5.6. Neither we nor the Professional can be held responsible for action by any governmental authority, including instances of load shedding which may interfere with the Professional's ability to deliver the Service and/or the Client's ability to receive the Service. We are not responsible for duties, taxes or regulations affecting the Service.
- 5.7. You are required to pay in the currency in which the Service is listed for sale on Headroom.
- 5.8. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.
- 5.9. To make future use of Headroom easier and faster for you, we will retain the personal information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality



a page of our payment service provider. For details about disclosure of personal information please see our Privacy Policy.

6. Security of your credit card

We take care to make Headroom safe for you to use.

- 6.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

7. The Headroom guarantee

- 7.1. To give you the utmost confidence in the Headroom buying experience, we offer you an after sales guarantee.
- 7.2. If the Professional fails to supply a Service for which you have paid, we ourselves will refund the cost to you, net of any deductions that may be applicable for Headroom's account under the circumstances
- 7.3. This guarantee is subject to the following conditions:
 - 7.3.1 you must report the details of the failed Service within 24 hours of the Service start time by sending an email to admin@headroom.co.za;
 - 7.3.2 we will make the payment to you within 30 days from the date we receive your claim, as provided on Headroom;
 - 7.3.3 the claim must be truthful and accurate;
- 7.4. The guarantee set out in this paragraph is non contractual. We shall operate it at our sole discretion.



- 7.5. We can unfortunately not guarantee refunds in the event that the Professional's failure to supply a Service is caused by load shedding.

8. Cancellation and refunds: Service terms

If you buy as consumer as defined in the Electronic Communications and Transactions Act 2002 (the Act), then you have cooling off Period:

- 8.1. As required by the law, each Professional will give full information about his Service on the pages of Headroom website.
- 8.2. You may cancel your order up until 24 hours before the starting time of the Service.
- 8.3. You forfeit your right to cancel if you order your Service withing 24 hours of the starting time of the Service.
- 8.4. Free Services (if any) are not covered by the Act.
- 8.5. The Act does not remove other statutory rights you may have.

9. How we handle your Content

- 9.1. Our Privacy Policy is strong and precise. It complies fully with current law.
- 9.2. If you Post Content to any public area of Headroom it becomes available in the public domains. We have no control who sees it or what anyone does with it.
- 9.3. Even if access to your text is behind a Client registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 9.4. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Headroom, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 9.5. We will use that licence only for commercial purposes of the business of Headroom and will stop using it after a commercially reasonable period of time.



- 9.6. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1979.
- 9.7. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 9.9. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 9.10. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 9.11. Please notify us of any security breach or unauthorised use of your account.

10. Restrictions on what you may Post to Headroom

- 10.1 We invite you to Post Content to Headroom in several ways and for different purposes. We have to regulate your use of Headroom to protect our business and our staff, to protect other Users of Headroom and to comply with the law. These provisions apply to all Users of Headroom.
- 10.2 We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.
- 10.3 You agree that you will not use or allow anyone else to use Headroom to Post Content or undertake any activity which is or may:
 - 10.3.1 be unlawful, or tend to incite another person to commit a crime;
 - 10.3.2 consist in commercial audio, video or music files;
 - 10.3.3 be obscene, offensive, threatening, violent, malicious or defamatory;
 - 10.3.4 be sexually explicit or pornographic;
- 10.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;



- 10.5. use a Posting to solicit responses unconnected with the purpose of Headroom or the terms proposed by this agreement;
- 10.6. request or collect passwords or other personal information from another User without his permission, nor Post any unnecessary personal information about yourself;
- 10.7. be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 10.8. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 10.9. facilitate the provision of unauthorised copies of another person's copyright work;
- 10.10. link to any of the material specified in this paragraph;
- 10.11. use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 10.12. send age-inappropriate communications or Content to anyone under the age of 19.

11. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms. In addition to the restrictions set out above, a Posting must not contain:

- 11.1. hyperlinks, other than those specifically authorised by us;
- 11.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 11.3. the name, logo or trademark of any organisation other than yours.
- 11.4. inaccurate, false, or misleading information.

12. Removal of offensive Content



- 12.1. For the avoidance of doubt, this paragraph is addressed to any person who visits Headroom for any purpose.
- 12.2. We are under no obligation to monitor or record the activity of any User or Client of Headroom for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 12.3. If you are offended by any Content, the following procedure applies:
- 12.4. Your claim or complaint must be submitted to us by sending an email to admin@headroom.co.za.
 - 12.4.1 we shall remove the offending Content as soon as we are reasonably able;
 - 12.4.2 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 12.4.3 we may re-instate the Content about which you have complained or we may not.
- 12.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 12.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

13. Security of Headroom

- 13.1 If you violate Headroom we shall take legal action against you.
- 13.2 You now agree that you will not, and will not allow any other person to:
 - 13.2.1. modify, copy, or cause damage or unintended effect to any portion of Headroom, or any software used within it.
 - 13.2.2. link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a User who accessed the site by typing the URL into a standard browser;



- 13.2.3. download any part of Headroom, without our express written consent;
- 13.2.4. collect or use any product listings, descriptions, or prices;
- 13.2.5. collect or use any information obtained from or about Headroom or the Content except as intended by this agreement;
- 13.2.6. aggregate, copy or duplicate in any manner any of the Content or information available from Headroom, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 13.2.7. share with a third party any login credentials to Headroom;

14. Copyright and other intellectual property rights

- 14.1. All Content on Headroom, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Services for sale. It is all protected by international copyright laws.
- 14.2. You may not copy, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

15. Non-circumvention

- 15.1. As a Client you undertake that you shall not at any time, whether directly or indirectly, endeavour to or actually circumvent the Headroom Website by dealing directly or endeavouring to deal directly, or indirectly, with any Professional and/or
- 15.2. to take any action which would result in the Professional dealing with third parties, introduced to either the Professional or you as the Client via the Headroom Website, to the exclusion of Headroom.
- 15.3. in the event that you accept or solicit Services contrary to the provisions of clauses 15.1 and 15.2 above, you unequivocally agree and undertake to provide Headroom with a schedule of all Services accepted by you or the third party, and you further undertake and agree to compensate Headroom for the Service and any other fees lost as a result of such circumvention.



15.4 You undertake to pay the compensation into Headroom's bank account within 30 days of the earlier of our request to do so or of such circumvention having come to your attention. Overdue balances will attract interest at 1.5% per month.

16. Interruption to the Headroom service

16.1. We give no warranty that our Service will be satisfactory to you.

16.2. We will do all we can to maintain access to Headroom, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other reason. We may do so without telling you first.

16.3. You acknowledge that our service may also be interrupted for reasons beyond our control.

16.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to Headroom service.

17. Indemnity

17.1 You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of:

17.1.1. your use of the Headroom service;

17.1.2. the breach or violation of this agreement by you;

17.1.3. the infringement by you of any intellectual property or other right of any person or entity;

17.1.4. your failure to comply with any law;

17.1.5. a contractual claim arising from your use of Headroom and purchase of Service.

18. Our disclaimers



- 18.1. Headroom contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 18.2. We are not liable in any circumstances for special, indirect, consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Headroom.
- 18.3. The Headroom Website and Headroom services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
- 18.3.1 of satisfactory quality;
 - 18.3.2 fit for a particular purpose;
 - 18.3.3 available or accessible, without interruption, or without error.

19. Disclaimers about the Service

- 19.1. All of the Content on Headroom relating to any Service has been provided by a Professional. We do not accept responsibility for the accuracy of any claim or advertisement.
- 19.2. We make no representation, warranty or other provision with regard to the Services and you acknowledge that you do not rely on any made by us, but solely on the disclosures of the Professional.
- 19.3. So far as concerns Services you purchase through Headroom, we are not liable for:
- 19.3.1 any Service complying with the requirement of any law or being available;
 - 19.3.2 the Professional performing his contract;
- 19.4. We give no warranty, representation or undertaking whatever as to the continuing business of a Professional or that any Service offered for sale by a Professional will be useful or suitable for you;



19.5. We and the Professional can take any action that may reasonably be required from time to time, to protect his interests and ours in connection with a breach or possible breach of any regulation or law.

19.6. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Professional.

20. Miscellaneous matters

20.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

20.2. Headroom respects your privacy, takes reasonable steps to protect your personal information as defined in the Promotion of Access to Information Act 2000 and Protection of Personal Information Act 2013. Our compliance with the legislation is set out in Privacy Policy.

20.3. If you are in breach of any term of this agreement, we may:

20.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication.

20.3.2 terminate your account and refuse access to Headroom;

20.3.3 remove or edit Content, or cancel any order at our discretion;

20.3.4 issue a claim in any court.

20.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

20.5. No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future. When you visit Headroom or send messages to us by email, you are communicating with us electronically. We communicate



with you by e-mail or by posting notices on Headroom. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

20.6. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:

20.6.1. if delivered by hand: on the day of delivery;

20.6.2. if sent by post to the correct address: within 72 hours of posting;

20.6.3. if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender

20.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

20.8. This agreement does not give any right to any third party.

20.9. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control.

20.10. In the event of any conflict between any term of this agreement and the provisions of the memorandum of incorporation of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

20.11. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of South Africa.

21. Amendments of Information

The Headroom owner, Danubia HI (Pty) Ltd reserves the right to amend these Terms and Conditions at any time.

These Terms and Conditions form part of the Terms and Conditions of use of this web site. If you do not agree with these Terms and Conditions, you may not use Headroom.



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

22. Policy information

Original Issued: 2020_05_04

Frequency of Review: Annually

Responsible Officer: Chief Financial Officer

Headroom Client Terms and Conditions Version 2_2020_09_22

23. Contacts

Please direct any questions, suggestions or specific requests to email: admin@headroom.co.za.

Physical Address:

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

Telephone: (+27) 87 195 1126

