



HEADROOM PROFESSIONAL SERVICES AGREEMENT

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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 and Danubia HI (Pty) Ltd (“Headroom”, “us”, “we”, etc). By advertising or performing your services using Headroom, you agree to be bound by it. Our service partners may also impose additional terms and conditions to which your contract with us or them will be subject.

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 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.

1. Definitions

"Client"	means the Therapy patient or psychosocial support Client, as the context may indicate, who has been either introduced to you as the Professional via Headroom or whose session with you as the Professional was initiated via Headroom.
"Content"	means the textual, visual or aural 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 such as advertising material, and all other product or service-related material Posted by you.
"Post"	means to place on or into Headroom any Content or material of any sort by any means.
"Professional" and “you”	means you, 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.



"Professional Body"	Includes: <ul style="list-style-type: none"> • Health Professions Council of South Africa (HPCSA) • South African Council for Social Services Professions (SACSSP) • Association of Supportive Counsellors and Holistic Practitioners (ASCHP)
"Professional Service" and "Your Service"	mean the healthcare service you offer for sale through Headroom. This may take the form of Therapy sessions and/or webinars conducted via Headroom's video conferencing facility or another related service permissible in terms of our rules.
"Our Service"	means the service we provide to enable you to conduct your Professional Services on Headroom.
"Headroom"	means the website www.headroom.co.za
"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.

2. Our contract

- 2.1 The relationship between us is solely that:
- 2.1.1 in consideration of a fee charged by us, we provide for you an online marketplace as an arm's length contractor;
 - 2.1.2 we act as your agent solely in the collection of money paid by your Client;
 - 2.1.3 we are not your partners or joint venturers.
- 2.2 If you place a Professional Service for sale on Headroom, you do so subject to these Terms and Conditions.



- 2.3 When you place a Professional Service on Headroom, you will be bound to provide all the information required by the Electronic Communications and Transactions Act 2002.
- 2.4 We may change these Terms and Conditions in any way at any time. The version applicable to you is the version which was Posted on Headroom at the time that these Terms and Conditions were accepted by you.
- 2.5 Headroom may, at any time, and at our sole discretion, modify these Terms and Conditions, our Privacy Policy or our Acceptable Use Policy. When we do so, you will receive an email notification thereof. Any such modification will be effective immediately upon public posting. Your continued use of our Service and the Headroom website following any such modification and the receipt of a notification thereof, constitutes your acceptance of these modified Terms.
- 2.6 Although we are not a party to your contract with a Client introduced to you via Headroom, we shall remove Your Services from offer if a Client or site visitor has a valid complaint against you.
- 2.7 Subject to these Terms and Conditions and to the procedures set out in Headroom, you may enter a Professional Service for sale through Headroom.

3. Consumer protection: cancellation and exclusions

- 3.1 You authorise us to take any action that may reasonably be required from time to time, to protect your interests and ours in connection with a breach or possible breach of the Electronic Communications and Transactions Act 2002 (“the Act”).
- 3.2 Because we are not your agents except to market Your Service and take payment, all your obligations under the Act must be fulfilled by you. That means the information you provide to us by entry or upload into Headroom must be clear, sufficient and complete, to comply with the Act.
- 3.3 On Headroom Website, we will provide a route for a Client to deal directly with you. That will include options relating to the provision and cancellation of his or her Therapy session with you.

4. Posting your Professional Service

You agree:



- 4.1 at all times to comply with the terms, conditions, policies and procedures of Headroom, as set out in 6.4 of this document.
- 4.2 not knowingly to place, or to remove immediately from sale, on Headroom Website any Professional Service which for any reason, you are unable to supply.
- 4.3 not to re-place any Professional Service we remove from offer for sale.

5. Communications about Professional Services

You agree that you will at all times:

- 5.1 reply promptly and in any event within 24 hours to any Client message or other correspondence, or alternatively liaise with us (admin@headroom.co.za), should you not be able to render the Professional Service;
- 5.2 comply with the law relating to all aspects of the contract between you and your Client, relating in particular to your obligations to provide full information, accept cancellation and not charge professional fees for Professional Service not rendered;
- 5.3 provide information to us in respect of any claim for failure to provide Professional Service and any dispute as to payment, so as to enable us to investigate the possibility of fraud.

6. The selling procedure

- 6.1 Headroom is not responsible for the fulfilment of your contract to sell a Professional Service.
- 6.2 Your contract with a Client through Headroom is made when an available session in your calendar is booked by the Client.
- 6.3 Professional Service may be offered for sale under discount or promotion arranged between Headroom and you.
- 6.4 the Professional Services will be offered for sale and sales made, subject to the Headroom terms, conditions, policies and procedures, which are embodied in the following documents:
 - 6.4.1 Headroom Privacy Policy;
 - 6.4.2 Headroom Acceptable Use Policy;
 - 6.4.3 Headroom Professional Terms & Conditions;



- 6.4.4 Ethical guidelines, codes of conduct or other relevant documents issued by the Professional Body under the rules of which you are authorised to practice;
 - 6.4.5 any other rules, standards and guidelines relevant to your Professional Service that Headroom may, but does not have the responsibility to, communicate to you from time to time.
- 6.5 You accept the provisions set out in the documents listed in 6.4 above and agree to comply in all respects with the corresponding obligations as Professional. Headroom reserves the right to amend these documents from time to time and will inform you of any changes made to them.

7. Value added Tax

- 7.1 Rates listed for your Professional Service on the Headroom website must be inclusive of VAT and Headroom fees.
- 7.2 If you are located in South Africa, we will show and retain the amount of VAT due on our charge for our services in addition to the amount of commission due to us.
- 7.3 Headroom has the right to demand additional information about your business from you or from a governmental authority, so far as it may affect your VAT registration, at any time.

8. Our commission and payment to you

- 8.1 We sell Your Service at the price you place on it, subject to the terms and the requirements we set out on Headroom from time to time.
- 8.2 Our service fee is payable on delivery of our service, i.e. facilitation of a booked Therapy session. The session is delivered by you as Professional and you have the right to charge the Client for it in terms of the rules and guidelines of your specific profession.
- 8.3 Our service fee to you as Professional is as set out in our Headroom Fees Schedule, available on the Headroom website.
- 8.4 Headroom may, at any time, and at our sole discretion, modify its fees structure. When we do so, you will receive an email notification thereof. Any such modification will be effective immediately upon public posting. Your continued use of our Service and the Headroom website



following any such modification and the receipt of a notification thereof, constitutes your acceptance of these modified Terms.

- 8.5 You irrevocably authorise us to deduct our fees from sums paid to us by the Client.
- 8.6 If you have a bank account located in South Africa, we will pay out the funds accumulated in your Headroom account monthly. The Payments will be done via Electronic Funds Transfer (EFT) directly into your bank account.
- 8.7 If you do not have an account in South Africa, we will pay out on your request and at your cost.
- 8.8 We will send you an invoice for our charges.
- 8.9 If we do or could earn interest on any cash balance in our control for the period between payment by a Client and our pay out to you, we are free to keep that interest and have no obligation to account for it to you.
- 8.10 If an action by a Client results in a charge back to our account, you agree that we may deduct the sum charged back together with any fee paid to our service Professional and bank, from any sum due to you, at or after that time.
- 8.11 If you or we accept any Client complaint related to a Professional Service rendered by you and consequently refund money to the Client, we are not obliged to repay your service fees to you.
- 8.12 If in our discretion we believe that your performance as a Professional, poor management of your calendar or other aspects of your profile result in a significant number of charges back and / or Client disputes or if we believe you are in breach of these Terms and Conditions, we are free to hold back pay-outs to you until we are satisfied that disputes have been settled and / or breach rectified. In these circumstances, we also reserve our right to issue a warning, levy a penalty or remove your service from our website.

9. Advertising of Headroom.co.za

- 9.1 As a Professional you must comply with your Professional Body's rules on advertising and the rules of any other body which may be relevant to you.
- 9.2 Headroom remains cognisant of the professional rules governing therapy, counselling and coaching related professions and commits to conduct any advertising activities in a manner that does not conflict with these rules.



- 9.3 We may use the services of a specialist internet marketing business to advertise the Headroom online platform.

10. Your Professional Service warranties

- 10.1 You warrant that any Professional Service you place on Headroom for sale:
- 10.1.1 is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;
 - 10.1.2 does not offend against the law of any country whose citizens might purchase it;
 - 10.1.3 is not intended primarily to advertise any business, except your business, so far only as it is carried on through Headroom.

11. How we handle your Content

- 11.1 If you Post Content to any public area of the Headroom it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 11.2 You irrevocably authorise us to publish feedback, comments and ratings about Your Services and activity through Headroom, even though it may be critical.
- 11.3 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.
- 11.4 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.
- 11.5 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 11.6 Please notify us of any security breach or unauthorised use of your account.

12. Restrictions on what you may Post to Headroom

We invite you to Post Content to Headroom for marketing your services. 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.



We do not undertake to moderate or check any item Posted.

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:

- 12.1 be unlawful, or tend to incite another person to commit a crime;
- 12.2 be obscene, offensive, threatening, violent, malicious or defamatory;
- 12.3 be sexually explicit or pornographic;
- 12.4 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 12.5 use a Posting to solicit responses unconnected with the purpose of Headroom or the terms proposed by these Terms and Conditions.

13. 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:

- 13.1 hyperlinks, other than those specifically authorised by us;
- 13.2 keywords or words repeated, which are irrelevant to the Content Posted;
- 13.3 the name, logo or trademark of any organisation other than yours;
- 13.4 inaccurate, false, or misleading information;
- 13.5 material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18 years old.

14. Security of Headroom

If you violate Headroom's security, we shall take legal action against you.

You now agree that you will not, and will not allow any other person to:



- 14.1 modify, copy, or cause damage or unintended effect to any portion of Headroom, or any software used within it.
- 14.2 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;
- 14.3 download any part of Headroom, without our express written consent;
- 14.4 collect or use any service listings, descriptions, or prices;
- 14.5 collect or use any information obtained from or about Headroom or the Content except as intended by these Terms and Conditions;
- 14.6 aggregate, copy or duplicate in any manner any of the Content or information available from Headroom, other than as permitted by these Terms and Conditions or as is reasonably necessary for your use of Our Services;
- 14.7 share with a third party any login credentials to Headroom.

15. Copyright and other intellectual property rights

- 15.1 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.
- 15.2 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in these Terms and Conditions or with our written consent.
- 15.3 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.

16. Non-circumvention

- 16.1. As a Professional you undertake that you shall not at any time, whether directly or indirectly, endeavour to or actually circumvent Headroom by dealing directly or endeavouring to deal directly, or indirectly, with any Client and/or



- 16.2. to take any action which would result in the Client dealing with third parties, introduced to either the Client or you as the Professional via Headroom, to the exclusion of Headroom.
- 16.3. in the event that you render services contrary to the provisions of clauses 16.1 and 16.1 above, you unequivocally agree and undertake to provide Headroom with a schedule of all services rendered 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.
- 16.4. 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.

17. Interruption to Our Service

- 17.1. We give no warranty that Our Service will be satisfactory to you.
- 17.2. 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 good reasons. We may do so without telling you first.
- 17.3. You acknowledge that Our Service may also be interrupted for reasons beyond our control.
- 17.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to Our Service.

18. Our disclaimers

- 18.1. We are not responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss whatever.
- 18.2. 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.
- 18.3. We are not liable in any circumstances for damages 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.



18.4. Headroom and Headroom services are provided "as is". As to Headroom and Our Services, we make no representation or warranty of any kind, express or implied, including, without limitations, warranties:

18.4.1. as to fitness of Headroom and Our Service for a particular purpose;

18.4.2. as to availability and accessibility, without interruption, or without error;

18.4.3. any obligation, liability, or remedy in tort whether or not arising from our negligence;

18.5. 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 Client.

19. Your indemnity to us

You agree to indemnify us against all loss and expense, including legal fees and management time related in any way to:

19.1. a claim by any person in respect of any Professional Service you have provided;

19.2. protecting the reputation of our business by our making a payment to a Client of yours in circumstances where you have failed to make that repayment or otherwise comply with your contract with that Client.

19.3. any cost to us arising from a decision by us to comply as your agent, with any obligation of yours, whether or not we have your permission, arising out of any regulation or law, including:

19.4. the deletion or amendment of any text or other content you have placed on Headroom;

19.4.1. any payment we make on an ex gratia basis, arising from a contract between you and a Client;

19.4.2. legal or other fees we incur in defending a claim or the imposition of a fine or penalty;

19.5. our management time in dealing with any failure or alleged failure by you to comply with any relevant regulation or law.

20. Your duty to inform us

20.1. You undertake to inform us immediately should any criminal or unprofessional conduct proceedings have been initiated against you which may prevent you from or may compromise



your ability to provide Professional Service to Clients. In making the decision to inform us of such circumstances, you undertake to be guided by the rules and guidelines of the Professional Body with which you are registered.

21. Miscellaneous matters

- 21.1. You undertake to provide us your current land address, e-mail address and telephone numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 21.2. So far as any time, date or period is mentioned in these Terms and Conditions, time shall be of essence.
- 21.3. If any term or provision of these Terms and Conditions 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.
- 21.4. 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.
- 21.5. If you are in breach of any term of these Terms and Conditions, we may:
 - 21.5.1. 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.
 - 21.5.2. terminate your account and refuse access to Headroom;
 - 21.5.3. remove or edit Content, or cancel any order at our discretion;
 - 21.5.4. issue a claim in any court.
- 21.6. Any obligation in these Terms and Conditions intended to continue to have effect after termination or completion shall so continue.



- 21.7. No failure or delay by any party 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.
- 21.8. 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.
- 21.9. Any communication to be served on either of us by the other shall be delivered by hand or sent by first class post or recorded delivery or by fax or by e-mail.

It shall be deemed to have been delivered:

- if delivered by hand: on the day of delivery;
- if sent by post to the correct address: within 72 hours of posting;

- 20.10 In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 21.10. These Terms and Conditions does not give any right to any third party.
- 21.11. We shall not be liable for any failure or delay in our performance of these Terms and Conditions which is caused by circumstances beyond our reasonable control.
- 21.12. In the event of any conflict between any term of these Terms and Conditions 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 these Terms and Conditions shall prevail.
- 21.13. These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 21.14. The validity, construction and performance of these Terms and Conditions shall be governed by the laws of the Republic of South Africa.

22. 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, then you may not use Headroom.

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

23. Policy information

Original Issued: 2020_05_04

Frequency of Review: Annually

Responsible Officer: Chief Financial Officer

Headroom Professional Services Agreement Version 2_2020_09_22

24. 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

